



भारत का राजपत्र

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सं. 18]

नई दिल्ली, अप्रैल 26—मई 2, 2015, शनिवार/वैशाख 6—वैशाख 12, 1937

No. 18]

NEW DELHI, APRIL 26—MAY 2, 2015, SATURDAY/VAISAKHA 6—VAISAKHA 12, 1937

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके।
 Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
 PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
 Statutory Orders and Notifications Issued by the Ministries of the Government of India
 (Other than the Ministry of Defence)

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 13 अप्रैल, 2015

का०आ० 878.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे सारणी के स्तंभ (1) में उल्लिखित अधिकारी को, भारत सरकार के राजपत्रित अधिकारी की पंक्ति के समकक्ष अधिकारी होते हुए, उक्त अधिनियम के प्रयोजनों के संपदा अधिकारी के रूप में नियुक्त करती है, जो उक्त सारणी के स्तंभ (2) में विनिर्दिष्ट लोक स्थानों के संबंध में अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम के द्वारा या अधीन संपदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेगा और अधिरोपित कर्तव्यों का पालन करेगा:—

सारणी

अधिकारी का पदनाम

लोक स्थानों के बर्ग और अधिकारिता की स्थानीय सीमाएं

(1)

(2)

रजिस्टर, भारतीय प्रौद्योगिकी संस्थान, मद्रास।

भारतीय प्रौद्योगिकी संस्थान, मद्रास से संबंधित या उसके द्वारा पट्टे पर लिए गए या उसके द्वारा या की ओर से अधिगृहीत स्थान

[फा० सं० 5-17/2015-टीएस-1]

प्रिस्का मैथ्यू, अवर सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

New Delhi, the 13th April, 2015

S.O. 878.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an officer equivalent to the rank of gazetted officer of the Government of India to be estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed, on estate officers by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table:—

TABLE

Designation of officer (1)	Categories of public premises and local limits of jurisdiction (2)
Registrar, Indian Institute of Technology, Madras	Premises belonging to, or taken on lease or requisitioned by or on behalf of the Indian Institute of Technology, Madras.

[F. No. 5-17/2015-TS-I]

PRISCA MATHEW, Under Secy.

संस्कृति मंत्रालय

नई दिल्ली, 27 अप्रैल, 2015

का०आ० 879.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम 4 के अनुसरण में संस्कृति मंत्रालय के अंतर्गत आने वाले कार्यालयों जिसमें 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है जिनका ब्यौरा निमानुसार है:—

- अधीक्षण पुरातत्वविद का कार्यालय, भारतीय पुरातत्व सर्वेक्षण, त्रिशूर मंडल, के०एस०एच०बी० फ्लैट्स, पुल्लाजी, त्रिशूर-680012, केरल
- उप अधीक्षण पुरातत्व रसायनज्ञ, भारतीय पुरातत्व सर्वेक्षण, जयपुर जोन, 17/130-132 पटेल मार्ग, मानसरोवर, जयपुर-302020

3. उप अधीक्षण पुरातत्व रसायनज्ञ, भारतीय पुरातत्व सर्वेक्षण, वडोदरा खंड, पुरातत्व भवन, चौथी मंजिल, सेंट्रल लाइब्रेरी के पास मांडवी, वडोदरा

यह अधिसूचना राजपत्र में प्रकाशन की तारीख से प्रवृत्त होगी।

[फा. सं. ई.-13016/1/2011-हिंदी]
श्रेया गुहा, संयुक्त सचिव

MINISTRY OF CULTURE

New Delhi, the 27th April, 2015

S.O. 879.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Govt. hereby notifies the following offices of under Ministry of Culture wherein more than 80% officers/staff have acquired working knowledge of Hindi. Detail given as below:—

- Superintending Archaeologist, Archaeological Survey of India, Thrissur Circle, K.S.H.B. Flates, Pullaji, Thrissur-680012, Kerala
- Dy. Superintending Archaeologist Chemist, Archaeological Survey of India, Jaipur Circle, 17/130-132 Patel Road, Mansarovar, Jaipur-302020
- Dy. Superintending Archaeologist Chemist, Archaeological Survey of India, Vadodara Zone, Archaeological Building, 4th Floor, Near Central Library Mandvi, Vadodara

This notification shall come into force from the date of publication in the Official Gazette.

[F. No. E 13016/1/2011-Hindi]
SREYA GUHA, Jt. Secy.

उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 10 अप्रैल, 2015

का०आ० 880.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988, के विनियम 4 के उप विनियम (5) के अनुसरण में, भारतीय मानक ब्यूरो, एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिये गए हैं को लाइसेंस प्रदान किए गये हैं:

अनुसूची

01 जनवरी 2013 से 31 दिसंबर 2014 तक स्वीकृत किये गए लाइसेंसों की सूची

क्रम सं	लाइसेंस संख्या	वैधता तिथी	पार्टी का नाम एवं पता (कारखाना)	उत्पाद	आई एस सं/भाग/खंड/वर्ष
1	2	3	4	5	6
1.	4778388	17/9/2014	मेसर्स मूर्तडं विनरस एन्ड इंडस्ट्रीस वि पि 2/529 ए, पाल्लीकवला, मारंपिल्ली, पेरुबावूर एरणाकुलम केरला-683 547	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
2.	4778489	17/9/2014	मेसर्स रेड बुड प्लाई एन्ड बुड्स XIII/153 पाईप्रा, मुलबूर पेज्हाक्का पील्ली पी ओ मुवाटुप्पुषा, एरणाकुलम, केरला-683 674	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
3.	4758281	21/07/2014	मेसर्स कुट्टिच्चरा प्लै एन्ड बुड्स XI/316ए, पॉनीप्रा पी ओ, कोट्टप्पाटि, कोतमंगलं एरणाकुलम, केरला-686 692	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
4.	4762474	05/08/2014	मेसर्स के के ए प्लाई बुड्स ओ पी X/36एफ, चेल्लामट्टम, रायोणपुरम पी ओ पेरुबावूर एरणाकुलम, केरला-683 543	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
5.	4762575	06/08/2014	मेसर्स नोह प्लाईबूड्स एन्ड बोड्स VII/770 सी, चुण्टम्मला, वेस्ट वेंगोला पी ओ पेरुबावूर एरणाकुलम, केरला-683556	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
6.	477 5584	11/09/2014	मेसर्स त्रि स्टार प्लाई बुड्स XIII/154 प्राईप्रा, मुलावूर पेज्हाक्का पिल्ली मुवाटुप्पुषा पी ओ एरणाकुलम, केरला-686 547	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989

1	2	3	4	5	6
7. 4682476	02/01/2014	मेसर्स प्रिसटीज प्लैवुड इंडस्ट्रिस प्रैवेट लिमिटेड IV/291-292, मुडिक्कल पी ओ वाज्हाकुलम कुन्नतुलाडू तालूक एरणाकुलम, केरला-683 547	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989	
8. 4717469	18/03/2014	मेसर्स एस्वरेया प्लैवुड इंडस्ट्रिज वि पि VIII/354 बी वेंगोला नियार वेलावकरा टेबील आलप्रा पी ओ पेरुबावूर एरणाकुलम, केरला-683 553	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989	
9. 4718168	10/03/2014	मेसर्स विनसर प्लै बोड्स V/226ए, कोट्टप्पाटी, कोतमंगलं एरणाकुलम, केरला-686 692	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989	
10. 4722462	31/03/2014	मेसर्स साफिया स्वा मिलस एन्ड इंडस्ट्रीज IX/1052, अल्लाप्रा पी ओ पेरुबावूर एरणाकुलम, केरला-683 553	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989	
11. 4714968	19/03/2014	मेसर्स हाई रेयिज़ प्लै एन्ड बोड्स एस वै नंबर 436/3,436/9ए, एसा मल्लूर विल्लेज, कोतमंगलं एरणाकुलम, केरला-686 691	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989	
12. 4730057	23/04/2014	मेसर्स कंपानियन प्लाई वुड्स III/32डी, ओटक्काली, मेत्तला पी ओ, कुन्नतुनाडू तालूक, एरणाकुलम, केरला-683 545	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989	
13. 4756277	17/07/2014	मेसर्स अबाद् वूड इन्डस्ट्रीज एन्ड प्लै वुड्स XI/121बी, पेल्लीप्पुरम, त्रीक्कलगोड, एरनाट् तालूक, एलनकूर पी ओ मलाप्पुरम, केरला-676 122	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989	

1	2	3	4	5	6
14	4756479	18/07/2014	मेसर्स एबिल इडस्ट्रीज XXI/293डिंडूएफ० जी पुतुप्पालम येराम्मलूर पी ओ नेल्लीकुही कोतमंगलं तालूक, एरणाकुलम, केरला-686 691	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
15	4638877	04/09/2013	मेसर्स हाईटेक प्लाई वुड्स पुन्नर, वल्यूनचिराडरा पी ओ वि पि VI/710ए, वैंगोला पंजायत, पेरुबावूर, एरणाकुलम, केरला-683 556	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
16	4637269	02/09/2013	मेसर्स इर्बसणन इडस्ट्रीज पेरीगोला पी ओ 11/504ए, कुन्नतुनाडू एरणाकुलम, केरला-683 565	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
17	4637673	03/09/2013	मेसर्स न्यू स्टार प्लाई वुड्स सर्वे नंबर 137/7-2, ओटकाली, असमन्नर पी ओ, कुन्नतुनाडू तालूक, एरणाकुलम, केरला-683 549	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
18	4667783	26/11/2013	मेसर्स टोम्सन प्लै एन्ड बोड्स पुल्लुवहजी पी ओ, राईमंगलं, कुन्नतुनाडू एरणाकुलम, केरला-683 541	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
19	4675176	16/12/2013	मेसर्स डस्टान वुड एस पुरमं, कुरिच्चि, कोट्टयाम, केरला-686 532	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
20	4674578	13/12/2013	मेसर्स ब्राईट इन्डयैन प्लाई वुड्स 9/181 ए मेक्कालटी कालटी आलुवा तालूक एरणाकुलम, केरला-683 574	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989

1	2	3	4	5	6
21	4678081	23/12/2013	मेसर्स किंगस प्लाई बुड्स सर्वे नंबर 364/2, वैक्यरा पी ओ पेरुबावूर रायमंगलं कुन्नुनाडू एरणाकुलम, केरला-683 549	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
22	4678788	27/12/2013	मेसर्स सेर्वेन स्टार प्लाई बुड्स एन्ड ब्लोक बोड्स ए पी 6/318 जे ओटकाली, असमनूर, कुन्नुनाडू एरणाकुलम, केरला-683 549	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
23	4679386	31/12/2013	मेसर्स ब्लू टेक वूट इडस्ट्रीस III/386 बी, असमनूर, कुन्नुनाडू एरणाकुलम, केरला-683 549	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
24	4679487	31/12/2013	मेसर्स ए ओर्न प्लाई बुड्स एन्ड बोड्स XII/391 डी, रायमंगल कुन्नुनाडू तालूक एरणाकुलम, केरला-683 548	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
25	4688084	13/01/2014	मेसर्स मेथा प्लाई एन्ड बोड्स VI/318, असमनूर, ओटकाली, पेरुबावूर एरणाकुलम केरला-683 549	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
26	4698895	11/02/2014	मेसर्स श्री कृष्ण डिकारकडीव विनरस प्राईवेट लिमिटेड डोर नंबर (एम पी आई) 131, 134, 135 नियर ताल्लपटी, कुजत्तर कासरगोड केरला-671 323	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
27	4701151	13/02/2014	मेसर्स माक्स बोण्ड इडस्ट्रीस किरंपरा रोड आटंप्पति पी ओ ओहालपति पालक्काड केरला-678 556	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
28	4705462	24/02/2014	मेसर्स न्यू अमल प्लाई IV/18-बी, नेल्लीमुलम, पुल्लुवशी पी ओ पेरुबावूर, रायमंगलम, कुन्नुनाडू एरणाकुलम केरला-683 541	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989

1	2	3	4	5	6
29	4545567	02/01/2013	मेसर्स इन्डेस प्लाई बुड्स वि पि-XII/294 एफ् आलप्रा पी ओ कुट्टिपांट, पेरुबावूर, कुन्नतुनाडू तालूक, एरणाकुलम केरला-683 553	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
30	4545668	03/01/2013	मेसर्स उमेणी विनरस ऐन्ड प्लाई बुड्स ईस्ट ओवकल ओवकल पी ओ चेल्लमट्टम, कुन्नतुनाडू एरणाकुलम केरला-683 550	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
31	6400000783	11/12/2014	मेसर्स रास प्लै बुड्स ऐन्ड बोड्स IX/407-डी, रायमंगलं, नागेलिप्पटी पुल्लुवष्णी, पेरुबावूर, एरणाकुलम, केरला-683 541	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
32	4545870	03/01/2013	मेसर्स यू स्ट्रार प्लाई बुड्स पानिप्रा पी ओ कोट्टप्पाटी कोतमंगलं एरणाकुलम केरला-686 692	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
33	4545971	03/01/2013	मेसर्स माता प्लाई बुड्स नियर रबर्ट पार्क बलयनचिराडरा पी ओ एन महज़वन्नूर ऐराप्पुरम, कुन्नतुनाडू तालूक, एरणाकुलम केरला-683 556	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
34	4546973	03/01/2013	मेसर्स कोच्चिन प्लाई बुड्स XVI/456, 456ए, 456बी, पाईप्रा मुवाचुपुज्जा तालूक, मुडावूर पी ओ एरणाकुलम केरला-686 669	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
35	4547167	03/01/2013	मेसर्स ग्लोबल कंपनीकर्टेर्स प्रैइवेट लिमिटेड के पि 22वी इंडस्ट्रियल टेवलपमेट एरिया एरुमत्तला पी ओ एरणाकुलम केरला-683 505	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989

1	2	3	4	5	6
36	6400000177	04/12/2014	मेसर्स विक्ट प्लै इडस्ट्रीस ए पी VIII 585/बी इडस्ट्रीयल टेवालाप्सेन्ट फ्लोट, अनंदूर, तलिपरबा, पञ्जाशिनिकटवू पी ओ, कन्नूर, केरला-670563	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
37	4547268	03/01/2013	मेसर्स एम एस बोर्ड्स ऐन्ड पानलस VI/606, पराक्कोड़, पुन्नूरक्कोड़, वेमबिल्ली पी ओ, कुन्नतुनाडू तालूक, एरणाकुलम केरला-683 565	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
38	4555065	29/01/2013	मेसर्स वनलक्ष्मी वुड प्रोडक्ट्स VIII/400 डि, हसड़ग तालूक, निलेश्वर एम, कासरगोड केरला-671 314	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
39	4565573	21/02/2013	मेसर्स केरला सॉ मिल्स प्लाई वुड्स पि एम सी 17/1948 पेरुबावर पी ओ, कुन्नतुनाडू एरणाकुलम केरला-683 542	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
40	4578986	26/03/2013	मेसर्स उस्मानिया वुड डिकोरस IX/1/153, कीज़पाद पंजायत, आलुवा, एरणाकुलम, केरला-683 105	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
41	4609062	02/07/2013	मेसर्स नैशनल प्लाई वुड्स इडस्ट्रीस प्लोट नं 23,24,25, रबड पार्क, ईशपुरम बेलयनचिराडरा पी ओ एरणाकुलम, केरला-683 556	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
42	4609163	02/07/2013	मेसर्स एस बी प्लाई वुड्स इडस्ट्रीस XI/296 ए, किजहक्कम्बलं कुम्बानोड, पट्टिमट्टम पी ओ, एरणाकुलम, केरला-683 562	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
43	4618568	12/07/2013	मेसर्स अल-अमीन वुड्स इडस्ट्रीस पुम्माला, चेरुक्कुन्नाम, असमनूर पी ओ, कुन्नतुनाडू, एरणाकुलम, केरला-683 549	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
44	4621961	30/07/2013	मेसर्स पंकज प्लाई वुड्स 1/814 बी पुज्जशोरी, वेस्ट वेंगोला पी ओ अरक्याप्पाटि पंजायत, कुन्नतुनाडू, पेरुबावुर एरणाकुलम, केरला-683 556	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989

1	2	3	4	5	6
45	4631459	07/08/2013	मेसर्स केमि विनिरस XVII/381, चेल्लाकुलम पट्टिमट्टम एरणाकुलम, केरला-683 562	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
46	6400000682	11/12/2014	मेसर्स चेट्टियाकुन्निल वुड इडस्ट्रीस सी पी. एक्स/147 डी, चाप्रापाटावू, नाडुकानि, कूवेरी, तलिप्पारबा, कन्नूर केरला-670 581	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
47	4631863	07/08/2013	मेसर्स ए एम ए प्लाई एन्ड बोर्ड्स 6/6ए ऐन्ड बी, असमन्नूर पी ओ, पेरुबावुर, कुन्नतुनाडू एरणाकुलम, केरला-683 549	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
48	4634263	26/08/2013	मेसर्स पारामौड वुड इडस्ट्रीस ए पी VIII, 569 डी ओफ अण्टूर पंजायत, अण्टूर तलीप्परावू तालूक, कन्नूर केरला-670563	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
49	4634364	26/08/2013	मेसर्स पराक्काटु प्लाई ऐन्ड बोर्ड्स के पी VI/76 पटिकलाप्परा, कूव्वाप्पाटी पी ओ पेरुबावुर, कुन्नतुनाडू तालूक, एरणाकुलम, केरला-683 544	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
50	4634465	26/08/2013	मेसर्स रेडियस प्लाई वुड कोट्टिच्चरा, ओटक्कली, मेत्तला पी ओ, 11/548 सी असमन्नूर, पेरुबावुर एरणाकुलम, केरला-683 545	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस 303: 1989
51	4650160	04/10/2013	मेसर्स ट्राको केबिल कंपनी लिमिटेड इरिब्बनमं एरणाकुलम, केरला-682 309	शिरोपरि प्रेषण कार्यों के लिए ऐल्युमिनियम के चालक भाग 4 ऐल्युमिनियम मिश्रधातु लड्डार चालक	आई एस 398: भाग 4 1996
52	4596281	22/05/2013	मेसर्स अलट्रा टेक् सिमेंट लिमिटेड युनिट कोच्चिन बैंल्क टेरमिनल सर्वे नं 2578/4, इंदिरागान्धी रोड विल्याटण इसलेट, एरणाकुलम केरला-682 003	पोटलैट पोजोलाना सिमेंट भाग 1 प्लाई आष	आई एस 1489 भाग 1 1991

1	2	3	4	5	6
53	4801155	19/11/2014	मैसर्स काणामप्पुरम वेनिरस XII/427 बी, ईरीगोल पी ओ बट्टकाटुप्पाडी पेरुबावूर एरणाकुलम केरला-683 548	मरीने प्लाई वुड के लिए	आई एस 710:2010
54	4787490	15/10/2014	मैसर्स पराकातु प्लाई एन्ड बोड्स के पि VI/76, पटिकलाप्परा कूवप्पाटि पी ओ एरणाकुलम केरला-683 544	मरीने प्लाई वुड के लिए	आई एस 710:2010
55	4788088	17/10/2014	मैसर्स मॉपिल्ल प्लाई वुड इडस्ट्रीस 1/303 ए वाष्णाकुलम, मुटिक्कल पी ओ, एरणाकुलम केरला.683 547	मरीने प्लाई वुड के लिए	आई एस 710:2010
56	4750063	26/06/2014	मैसर्स स्टेर्लिंग प्लाई बोड्स 9/408 डी, एलामंबाकापिल्ल पी ओ कूवप्पाटि, वेंगर वेस्ट विल्लेज़ मुडक्कुषा ग्राम पंचायत कुन्तुनाडू तालूक, पेरुबावूर एरणाकुलम केरला-683544	मरीने प्लाई वुड के लिए	आई एस 710:2010
57	4750164	26/06/2014	मैसर्स चन्द्रिका प्लाई वुड्स वि जी पी 4/230 बी मुडिक्कल पी ओ वाष्णाकुलम कुन्तुनाडू तालूक, पेरुबावूर एरणाकुलम केरला-683547	मरीने प्लाई वुड के लिए	आई एस 710:2010
58	4745070	30/05/2014	मैसर्स इनडेस प्लाई वुड्स वि पि XII/294 एफ, तण्डेक्काट आलाप्रा पी ओ वेंगोला कुन्तुनाडू तालूक, पूरुबावूर एरणाकुलम केरला-683553	मरीने प्लाई वुड के लिए	आई एस 710:2010
59	4732061	21/04/2014	मैसर्स एम ए बुड प्रोडक्ट्स प्राइवेट लिमिटेड बाडियापट्टू, बिल्डिंग, नंबर एम पी आई/4360 कोलियूर विल्लेज, वोरक्काटि पी ओ, वया मंजेश्वर कासरगोड केरला-671323	मरीने प्लाई वुड के लिए	आई एस 710:2010
60	4714665	18/03/2014	मैसर्स बाँम्बे प्लाई वुड्स इडस्ट्रीस V/270 ए, कोट्टुप्पाटी, पानिप्रा पी ओ, कोतमगलं एरणाकुलम केरला-683692	मरीने प्लाई वुड के लिए	आई एस 710:2010

1	2	3	4	5	6
61	4705563	24/02/2014	मैसर्स न्यू अमल प्लाई VI/18 बी, नेल्लीमोलम पिल्लुबढ़ी पी ओ पेरुबावूर, रायमंगलं कुन्नतुनाडू एरणाकुलम केरला-683541	मरीने प्लाई बुड के लिए	आई एस 710: 2010
62	4701252	13/02/2014	मैसर्स श्री कृपा डिकराकडीव विनरस प्राइवेट लिमिटेड डोर नंबर (एम पी आई) 131,134,135 नियर ताल्लप्पटी, कुज्जर कासरगोड केरला-671 323	मरीने प्लाई बुड के लिए	आई एस 710: 2010
63	6400000379	04/12/2014	मैसर्स युरो प्लै एन्ड बोइस VII/558-बी पी पी रोड, वेंगोला पेरुबावूर, एरणाकुलम केरला-683554	मरीने प्लाई बुड के लिए	आई एस 710: 2010
64	4673071	10/12/2013	मैसर्स टेलट्रा प्लाई बुइस एन्ड बोइस XVIII/आई/ए, इरिगोला पी ओ पेरिबावूर एरणाकुलम केरला-683548	मरीने प्लाई बुड के लिए	आई एस 710: 2010
65	4635770	29/08/2013	मैसर्स पेरियार बुड प्रोडक्स पि पि एक्स 490, न्यू नं एक्स 395 ए तुरुथि रोड, चुगम अरोली, पाप्पनशोरी कन्नूर केरला-670 561	मरीने प्लाई बुड के लिए	आई एस 710: 2010
66	4574271	05/03/2013	मैसर्स कोप्पर केमिकल मेनुफेक्चरेस 18/153,169 पानिप्रा, पूनाप्पाटि मुडवर पी ओ, मुवाटप्पुज्हा एरणाकुलम केरला-686 669	काप्पर आक्सीक्लोराइड पानी में छितरनेवाला सांन्द्र पाउडर	आई एस 1507:1977
67	4568781	05/03/2013	मैसर्स बनलक्ष्मी बुड प्रोडक्स VIII/डि निलेश्वर (एम) होसडग तालूक कासरगोड केरला-671314	ब्लोक बोइस	आई एस 1659: 2004
68	4627367	07/08/2013	मैसर्स ऐषा बुड प्रोडक्ट्स पी पी XII 1087 ए पी पी XIII 483 एल न्यू तिरुत्ति बयल चुनगम, पाप्पिनिशोरि पी ओ कन्नूर केरला-670 561	ब्लोक बोइस	आई एस 1659:2004
69	4803159	24/11/2014	मैसर्स मोणार्क प्लैबुड इन्डस्ट्रीस् आनंताप्पुरा, कुम्बला (बया), कासरगोड, केरला-671 321	ब्लोक बोइस	आई एस 1659:2004

1	2	3	4	5	6
70	4735168	21/04/2014	मैसर्स विनस प्लाई बोड्स V/226 ए, कोट्टाप्पाटी, कोतमंगलं एरणाकुलम केरला-686 692	ब्लॉक बोड्स	आई एस 1659:2004
71	4713966	10/03/2014	मैसर्स माक्स बोण्ड इंडस्ट्रीस किरंपरा रोड आंटंप्पति पी ओ ओहालपति पालक्काड केरला-678 556	ब्लॉक बोड्स	आई एस 1659:2004
72	4656576	24/10/2013	मैसर्स सैडेन इन्ड प्लाईवुड इंडस्ट्रीस 1/638 मुण्डकराप्पुरम वेस्ट वेंगोला पी ओ पेरुबावुर एरणाकुलम केरला-683 556	ब्लॉक बोड्स	आई एस 1659:2004
73	4703963	19/02/2014	मैसर्स श्री कृपा डिकराक्डीव विनरस प्राईवेट लिमिटेड डोर नंबर (एम पी आई) 131, 134, 135 नियर ताल्लप्पटी, कुजतूर कासरागोड केरला-671 323	ब्लॉक बोड्स	आई एस 1659:2004
74	4678889	27/12/2013	मैसर्स सेवेन स्टार प्लाई बुड्स एन्ड ब्लॉक बोड्स ए पी 6/318 जे ओटक्काली, असमन्नूर, कुन्तुनाटू एरणाकुलम, केरला-683 549	ब्लॉक बोड्स	आई एस 1659:2004
75	4554164	09/01/2013	मैसर्स कुन्नतान बुड प्रोडक्ट्स VI/318, सर्वे नं 352/7,352/6,352/2, ब्लॉक नं 14, असमन्नूर, ओटक्कालिल एरणाकुलम, केरला-683 549	लकड़ी के सपाट दरवाजे के शरर (ठोस कोर टाईप) भाग 1 प्लैवुड के सतह युक्त पल्लें	आई एस 2202 भाग 1:1999
76	4635871	28/08/2013	मैसर्स पारामौड बुड इंडस्ट्रीस ए पी VIII,569 डी ओफ अण्टूर पंचायत, अण्टूर, तलीप्पराबू, तालूक, कन्नूर केरला-670563	लकड़ी के सपाट दरवाजे के शरर (ठोस कोर टाईप) भाग 1 प्लैवुड के सतह युक्त पल्लें	आई एस 2202 भाग 1: 1999
77	4704056	18/02/2014	मैसर्स श्री कृपा डिकराक्डीव विनरस प्राईवेट लिमिटेड डोर नंबर (एम पी आई) 131,134,135 नियर ताल्लप्पटी, कुजतूर कासरागोड केरला-671 323	लकड़ी के सपाट दरवाजे के शरर (ठोस कोर टाईप) भाग 1 प्लैवुड के सतह युक्त पल्लें	आई एस 2202 भाग 1:1999

1	2	3	4	5	6
78	4687789	06/01/2014	मैसर्स विनस प्लाई बोर्ड्स V/226 ए, कोट्टाप्पाटी, कोतमंगलं एरणाकुलम केरला-686 692	लकड़ी के सपाट दरवाजे के शरर (ठोस कोर टाईप) भाग 1 प्लैवुड के सतह युक्त पल्लें	आई एस 2202 भाग 1:1999
79	64000000278	04/12/2014	मैसर्स विक्ट प्लै इंडस्ट्रीस ए पी VIII 585/बी इंडस्ट्रीयल डैवालाप्मेन्ट प्लॉट, अनंदूर, तलिपरबा, पञ्चाशिनिकटवू पी ओ, कन्नूर, केरला-670 563	लकड़ी के सपाट दरवाजे के शरर (ठोस कोर टाईप) भाग 1 प्लैवुड के सतह युक्त पल्लें	आई एस 2202 भाग 1:1999
80	4758786	22/07/2014	मैसर्स एल यु ए इंडस्ट्रीस VI/263, कुन्नतुक्करा, पासर तालूक सौथ आदुवाशोरी पी ओ एरणाकुलम, केरला-683 578	स्थिर भंडारण प्रकार इलैक्ट्रिक वॉटर हीटर	आई एस 2082:1993
81	4752168	02/07/2014	मैसर्स प्लेन्ट लिपिट्स प्राईवेट लिमिटेड VIII/547, अईक्करानाडू काडाईरुप्पु, कुन्नतुनाटू तालूक, कोच्चि, एरणाकुलम, केरला-682 311	खाद्य उत्पादों के लिए अनायों के रंग	आई एस:2557:1994
82	4747680	09/06/2014	मैसर्स हई केयर पॉलिमेज़ प्राईवेट लिमिटेड 11/436 ए बी सी पालाकुङ्हा मुवाटुप्पुङ्हा तालूक, कुताटुकुलम एरणाकुलम, केरला-686 686	सर्जिकल रबड़ दस्ताने	आई एस 4148:1989
83	4673273	03/12/2013	मैसर्स आलप्पी लेटक्स प्राईवेट लिमिटेड यूणीट III, ग्लॉब्य डिविरज़न मूनिलव पी ओ पाला कोट्टयम केरला-686 586	सर्जिकल रबड़ दस्ताने	आई एस 4148:1989
84	4661569	11/11/2013	मैसर्स सेइट मेरीज़ रबड प्राईवेट लिमिटेड ग्लौस डिविरज़न कूवपल्ली, काजिरापल्ली कोट्टयम केरला-686 518	सर्जिकल रबड़ दस्ताने	आई एस 4148:1989
85	4636065	29/08/2013	मैसर्स स्वादेशी पॉलीमेज़ 10588 किंन्हा नेल्लेड, कुन्नतुनाट तालूक, मुवाटुप्पुङ्हा एरणाकुलम, केरला-686 669	पानी के आपूर्ति के लिए उच्च धनत्व वाले पॉलिएथिलीन पाइप	आई एस 4984:1995

1	2	3	4	5	6
86	4658580	25/10/2013	मैसर्स विनेटेक पॉलिएक्स्ट्रॉफनस प्लोट नंबर 10, इंडस्ट्रीयल एस्टेट, वटकरा ब्लॉक, अहंजीयूर पंजायत कोषीक्कोट केरला-673312	पानी के आपूर्ति के लिए उच्च धनत्व वाले पाईप	आई एस 4984:1995
87	4658479	25/10/2013	मैसर्स ओषियन पैप्स XIV/149 ए अवात्रूर, त्रिशूर तालूक, त्रिशूर, केरला-680541	पेयजल की आपूर्ति के लिए असुधारियता पी.वी.सी. पाईप	आई एस 4985:2000
88	4787389	15/10/2014	मैसर्स हारिसण्स इन्डस्ट्रीस डोर नंबर 462(1), हारिसण्स प्लासा, आलंकोड्, आट्टिडल, तिरुवनन्तपुरमं, केरला-695 102	पेयजल की आपूर्ति के लिए असुधारियता पी.वी.सी. पाईप	आई एस 4985:2000
89	4732768	25/04/2014	मैसर्स टोम्स पैप्स प्राईवेट लिमिटेड युणिट-III XI/649 एच, वेरुर इंडस्ट्रीयल एस्टेट इंडस्ट्रीयल नगर पी ओ चडनाशोरी कोट्टायाम केरला-686106	पेयजल की आपूर्ति के लिए असुधारियता पी.वी.सी. पाईप	आई एस 4985:2000
90	4750568	27/06/2014	मैसर्स फ्रैन्ड्स पॉलिमेज़ XIII/393 (पी आर वै) पॉर्टिशोरि, इरिज्जालिकुटा त्रिशूर केरला-680125	पेयजल की आपूर्ति के लिए असुधारियता पी.वी.सी. पाईप	आई एस 4985:2000
91	4746072	04/2014	मैसर्स स्लोर्व प्लास्टिक्स प्रोडक्स प्राईवेट लिमिटेड तोलीकोट पी ओ पुनलूर कोल्लम केरला-691333	पेयजल की आपूर्ति के लिए असुधारियता पी.वी.सी. पाईप	आई एस 4985:2000
92	4579685	26/03/2013	मैसर्स सौथ इंडिया प्लास्टिक डोर नंबर X/350ए, वाव्वाकावु पी ओ, करुनागापल्ली केरला-690 528	पेयजल की आपूर्ति के लिए असुधारियता पी.वी.सी. पाईप	आई एस 4985:2000
93	4757481	21/07/2014	मैसर्स चन्द्रिका प्लाई, बूड्स वि जी पी-4/230बि, मुडिकल पी.ओ. पेरम्बावूर एरणाकुलम केरला-683 547	कंक्रीट के राटर्सिंग कार्य के लिए प्लाईवुड	आई एस 4990:2011

1	2	3	4	5	6
94	4722361	31/03/2014	मैसर्स कुन्नतान वुड प्रोडेक्ट्स VI/318, सर्वे नं 352/2, 352/6, 352/7, असमत्रू पी ओ, ओटक्कालिल एरणाकुलम केरला-683 549	कंक्रीट के राटरिंग कार्य के लिए प्लाईवुड	आई एस 4990:2011
95	4717267	19/03/2014	मैसर्स प्रथिम वनीरस लिमिटेड मिल रोड बलियपट्टम वलपट्टणम कन्नूर केरल-670 010	कंक्रीट के राटरिंग कार्य के लिए प्लाईवुड	आई एस 4990:2011
96	4788189	20/10/2014	मैसर्स मॉपिल्ली प्लै वूड इन्स्ट्रीस 1/303-ए, वाश्हकुलम, मुटिक्यल पी ओ एरणाकुलम केरला-683547	कंक्रीट के राटरिंग कार्य के लिए प्लाईवुड	आई एस 4990:2011
97	4671067	05/12/2013	मैसर्स टेलट्टा प्लाई वुड्स एन्ड बोर्ड्स XVIII/ए, ईरिंगोला पी ओ, पेरुबावूर, एरणाकुलम, केरला-683 548	कंक्रीट के राटरिंग कार्य के लिए प्लाईवुड	आई एस 4990:2011
98	4667682	27/11/2013	मैसर्स चाक्कोस प्लैवूड मिल्स प्राइवेट लिमिटेड XVIII/490 बी सी डि महजावन्नूर, कुन्नतुनाटू तालूक एरणाकुलम केरला-683 556	कंक्रीट के राटरिंग कार्य के लिए प्लाईवुड	आई एस 4990:2011
99	4710657	06/03/2014	मैसर्स मलाबार लेटेक्स बिल्डिंग नंबर एम पी/VII/324 ऐन्ड 327 ओफ मेल्लातूर पंजायत काजिराप्पारा चिम्मणियोट्ट पी ओ मेल्लातूर मलप्पुरम केरला-679325	सान्द्रित परिरक्षित अमोणिया प्राकृतिक रबड़ लेटेक्स	आई एस: 5430:1981
100	4582674	26/03/2013	मैसर्स बोईस रबड़ एस्टेट प्राइवेट लिमिटेड 35वां मील, मुण्डक्कयम इडुवकी केरला-686 513	सान्द्रित परिक्षित अमोणिया प्राकृतिक रबड़ लेटेक्स	आई एस: 5430:1981
101	4784484	01/10/2014	मैसर्स एमिरेट्स रिमेंट इन्डीया प्राइवेट लिमिटेड सर्वे नंबर 150/6, 151/1, पी टी, पुदुशोरी, पालाक्काट तालूक पालाक्काट केरला-678 624	सफेद पोटलैट सिमेंट	आई एस: 8042:1989
102	4596382	22/05/2013	मैसर्स अलट्रा टेक सिमेंट लिमिटेड युनिट कोच्चिन बैंल्क टेरमिनल सर्वे नं 2578/4, इंदिरागांधी रोड विल्याटण इसलेट, एरणाकुलम केरला-682 003	43 ग्रेड साधारण पोटलैट सिमेंट	आई एस: 8112:2013

1	2	3	4	5	6
103	4624058	06/08/2013	मैसर्स ईस्टेन मेट्रिस्स प्रैवेट लिमिटेड पुतुपेरियारम तोटुप्पुज्हा पी०ओ० इटुककी केरला-685 584	गद्दीदार बनाने के लिए रबड़ युक्त नारियल जटा की शीट	आई एस: 8391:1987
104	4780274	19/09/2014	मैसर्स नेशनल पैप्स सी पी 309, चिल्लोरा पंजायत काप्पाट कन्नूर केरला-670006	विधुत संस्थापनों के लिए, नालिकाएँ: भाग 3-विधुत रोधन सामग्री की दुढ़ सादी नालिकाएँ।	आई एस 9537 भाग 3 1983
105	4780375	19/09/2014	मैसर्स ब्रह्मा प्लास्ट इन्डस्ट्रीज IV/96, आई डि पी, अच्चाणी अबनूर, पेरिगाड़ पोस्ट त्रिशूर केरला-680501	विधुत संस्थापनों के लिए, नालिकाएँ: भाग 3-विधुत रोधन सामग्री की दुढ़ सादी नालिकाएँ।	आई एस 9537 भाग 3 1983
106	4775786	11/09/2014	मैसर्स टि जे पॉलिमेज़ बिल्डिंग नंबर VIII/953ए कुवप्पाटी पी ओ एरणाकुलम केरला-683 544	विधुत संस्थापनों के लिए, नालिकाएँ: भाग 3-विधुत रोधन सामग्री की दुढ़ सादी नालिकाएँ।	आई एस 9537 भाग 3 1983
107	4732364	25/04/2014	मैसर्स जोस्को प्लास्टिक्स XXII/251, इंडस्ट्रीयल डेवलपमेण्ट एरिया अक्कामाली सौथ पी ओ एरणाकुलम केरला-683 573	विधुत संस्थापनों के लिए, नालिकाएँ: भाग 3-विधुत रोधन सामग्री की दुढ़ सादी नालिकाएँ।	आई एस 9537 भाग 3 1983
108	4554168	09/10/2013	मैसर्स फिनिक्स प्लास्टिक इंडस्ट्रीज डां: नंबर VIII/314 नेटुकुक्षु पत्तनापुरं कोल्लम केरला-689 695	विधुत संस्थापनों के लिए नालिकाएँ : भाग 3 1983 भाग 3 -विधुत रोधन सामग्री की दुढ़ सादी नालिकाएँ।	आई एस 9537 भाग 3 1983
109	4622155	31/07/2013	मैसर्स सिटेक्स पॉलीमेर्स X/587 मिनी इंडस्ट्रीयल एस्टेट कीजमाद एरुमतला अलुवा एरणाकुलम केरल-693112	विधुत संस्थापनों के लिए नालिकाएँ: भाग 3 1983 भाग 3-विधुत रोधन सामग्री की दुढ़ सादी नालिकाएँ।	आई एस 9537 भाग 3 1983

1	2	3	4	5	6
110 4636570	14/08/2013	मैसर्स सि टेक टेकोलजी प्रोमोशन सेन्टर सेन्टर फोर टेकलपमेट ओफ अडवान्सड कंपूटिंग (सि टेक) टि सी 14/992, वेल्लयंबलम तिरुवन्तपुरम केरल-695 033	शरीर के संतुलन सहायता प्राप्त करने की विशिष्टि	आई एस 10775:1984	
111 4635366	16/08/2013	मैसर्स सॅनपवर सीमेंट कंपनी VIII1072 पेट्रोनेट रोड वैइज़ पार्क काज़िकोड पी ओ पालवकाड केरला-678 621	53 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 12269:1987	
112 4596483	22/05/2013	मैसर्स अलट्रा टेक सिमेंट लिमिटेड युनिट कोच्चिन बैंल्क टेरमिनल सर्वें 2578/4, इंदिरागांधी रोड विलाटण ईसलेट, एरणाकुलम केरला-682 003	53 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 12269:1987	
113 4764377	14/08/2014	मैसर्स आलम पल्ली प्रेशफर टेस्टींग कंपनी प्राइवेट लिमिटेड 9/19 ई इंडस्ट्रीयल डिवेलपमेन्ट एरिया आलुवा एरुमत्तला पी ओ एरणाकुलम केरला-683112	कम कार्बन इस्पात वेल्डेड सिलेंडरों कम दबाव द्रवणय के लिए 5 लिटर पानी के क्षमता से अधिक के लिए विनिदेनशन गैस एलपीजी सिलेंडरों आवश्यकताओं का निरिक्षण जीणोंद्वार के लिए इस्तेमाल किया	आई एस 13258:2014	
114 4766482	20/08/2014	मैसर्स बीटा हेल्त केयर प्रोडक्ट्स प्राइवेट लिमिटेड प्लोट नं 21 बी कोच्चि न स्पेशियल इक्नोमिक जोण काक्काट एरणाकुलम केरला-682 037	प्रायोज्य सर्जिकल रबड़ दस्ताने	आई एस 13422:1992	
115 4761876	04/08/2014	मैसर्स जित ऐन्ड जित ग्लॉबस 29-876ए, लैन 22, जनता रोड, वैद्विला पी ओ कोच्चि एरणाकुलम केरला-682 019	प्रायोज्य सर्जिकल रबड़ दस्ताने	आई एस 13422:1992	
116 4746274	05/06/2014	मैसर्स हर्ष केयर पॉलिमेज़ प्राइवेट लिमिटेड 11/436ए, बी, सी, पालावकुश्हा मुवाट्टपुश्हा तालूक कूत्ताट्टक्कुलम एरणाकुलम केरला-686 686	प्रयोज्य सर्जिकल रबड़ दस्ताने	आई एस 13422:1992	

1	2	3	4	5	6
117	4756782	18/07/2014	मैसर्स आलप्पी लेटक्स प्राइवेट लिमिटेड युणिट III गल्वेय डिविरजैन मूनिलव पी ओ पाला कोट्टयम केरला-686 586	प्रायोज्य सर्जिकल रबड़ दस्ताने	आई एस 13422:1992
118	4661670	11/11/2013	मैसर्स सेइट मेरीज़ रबड़ प्राइवेट लिमिटेड ग्लौवस डिविरजैन, कूवपल्ली पी ओ काज्जीरापल्ली कोट्टयम केरला-686518	प्रायोज्य सर्जिकल रबड़ दस्ताने	आई एस 13422:1992
119	4605761	21/06/2013	मैसर्स सर्फ केयर रबड़ प्रोडक्ट्स प्राइवेट लिमिटेड फ्रोट नंबर 19 कोच्चि नं स्पेंशियल एक्योमिक ज़ोण काक्कनाड़ कोच्चिन एरणाकुलम केरल- 682 037	प्रायोज्य सर्जिकल रबड़ दस्ताने	आई एस 13422:1992
120	4605862	20/06/2013	मैसर्स टीजान बीवरेज़स लिमिटेड बिलिंग नंबर VI/58-62 (न्यू नंबर) (ओल्ड नंबर V/75-79) कुन्नामपल्ली पी. ओ मेल्लुर, मुकुन्तपुरम तालूक तिशूर केरल- 680 311	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
121	4605559	20/06/2013	मैसर्स के वि एन मिनरलस 9/830 बि 1 राजगिरी वेल्ली पी. ओ काक्कनाट कोच्चि न एरणाकुलम केरल - 682 039	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
122	4605054	20/06/2013	मैसर्स जीवा इलिक्सर सर्विस सोसइटी V/93 आवोलिचाल, नेरियमंगलम पी. ओ कोतमंगलम एरणाकुलम केरला-686 693	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
123	4609870	02/07/2013	मैसर्स मुल्लाशेरी मिनरलस ऐन्ड बीवरेज़स नेडुवन्नुर XI/294 सी चोवरा पी ओ एस नंबर. 155/14, चेडमंड पंचायत, आलुवा एरणाकुलम केरला-683 571	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
124	4613962	15/07/2013	मैसर्स ग्रेस पेकेज़ड ड्रिन्किंग वाट्टर युनिट XI/40 ए अरणकोड इलवंतिट्टा पोस्ट मऱ्हवेल्ली विल्लेज कोज़हेचेरी विल्लेज पतनामतिट्टा केरला-689625	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004

1	2	3	4	5	6
125	4608565	02/07/2013	मैसर्स जे के बीवरेज़स बिल्डिंग नंबर XI/1553 सर्वे नंबर 4545 नेत्रीयोड पालोट नेटुमंडाट तिरुवंन्तपुरम केरला-695 562	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
126	4589587	06/05/2013	मैसर्स पि टि सी इन्डस्ट्रीज टी सी 32/493-(1) एंड (2), फ्लेट नंबर: 43 ऐटी ए वाली, कटकंपल्ली विल्लेज़ टैट्यानियम पी ओ तिरुवनन्तपुरम केरला- 695 021	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
127	4600044	03/06/2013	मैसर्स चन्द्रिका फूड्स एंड बिवरेज़स कंपनी II/233 सी, चेरुमारी, कुन्नारेड्टु उलीयनुर पी. ओ, कोडुडल्लुर विल्लोज़ आलुवा एरणाकुलम केरला- 683108	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
128	4577378	20/03/2013	मैसर्स प्युर लाइफ फुड ऐन्ड बिवरेज़स कंपनी विल्लोणी पी ओ कोट्याम केरला-686 008	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
129	4555671	29/01/2013	मैसर्स एस ऐन्ड एस फुड इन्डस्ट्रीज सर्वे नं 1225, मातत्तूरकुन्नु पी ओ, वासुपुरम, कोटक्करा त्रिशू केरला-680684	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
130	4545062	02/01/2013	मैसर्स कुट्टनाडू बिवरेज़स कंपनी नेटुप्राम पंजायत पोट्याडी पी ओ तिरुवल्ला पतनामतिट्टा केरला- 689 110	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
131	4655060	18/10/2013	मैसर्स केरली मिनरलस एन्ड बिवरेज़स बिल्डिंग नंबर IV/636 डी राईमंगलं पी. ओ कुन्नतुनाट तालूक एरणाकुलम केरला-683 545	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004

1	2	3	4	5	6
132	4644367	19/09/2013	मेसर्स ओश्यॅना स्प्रिना एस वै नंबर 47/7, 47/8 एरुर विल्लेज़ एरुर सौथ पी ओ रानी तालूक पतनामतिट्टा केरला -689 611	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
133	4709167	26/02/2014	मेसर्स स्टेरलिंग वेल्ली XIV/35 सी (सर्वे नंबर. 54/13) सौथ मषवन्नूर पी ओ एष्प्यरमं कुशुनाट तालूक एरणाकुलम केरला- 686 669	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
134	4693077	28/01/2014	मेसर्स पुलिमूटिट्टल फुड्स ऐन्ड बिवरेज़स प्रैवेट लिमिटेड VI/268ए, नियर तालामट्टु श्री महादेवा टेंबील, माडाककतानमं पी ओ मंजाल्लुर, मुवाट्टुपुज्ज्हा, एरणाकुलम केरला- 686 670	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
135	4696386	06/02/2014	मेसर्स पेरियार वाल्ली एस वै नंबर 105/3, वैंगोला विल्लेज़ पाँज्ञाशोरी पी ओ तण्टेकाटू, कुशुतुनाटु तालूक पेरुबावूर एरणाकुलम केरला-683 547	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
136	4754475	11/07/2014	मेसर्स क्लासिक वाट्टर प्रोड्क्ट डोर नं. 39/1744 बी -1, बीच रोड पल्लीक्कान्ट्टी पुतियगाड़ी पी. ओ कोषिककोड़ केरला-673 021	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
137	4750669	27/06/2014	मेसर्स बर का फुड्स बिल्डिंग नंबर. 20/46, कोगल, परावूर कोल्लमं केरला-691301	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
138	4751368	30/06/2014	मेसर्स रिवर वाली एन पि 9/342 बी, मौनमुट्टि नेन्नियोट पी ओ पालांट नेटुमनगाट तिरुवनन्तपुरमं केरला-695 562	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004

1	2	3	4	5	6
139	4744977	30/05/2014	मेसर्स हरीता नैचरैल अबवा VI/570, एलिक्टोट, पालापिल्ली पी ओ वारान्तरापिल्ली विल्लेज त्रिशूर, केरला-680304	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
140	4736776	08/05/2014	मेसर्स ओणात्तु पराबिल फुड्स ऐन्ड बिवरेज़स प्रैवेट लिमिटेड III/224ए, कीरंपारा कोतामंगलं एरणाकुलम केरला-686 681	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
141	4736877	08/05/2014	मेसर्स जलालिया इन्टर्नैशॉनल डोर नंबर. III/223, पुक्कोटुमना चुग्गत्तरा पी ओ मलाप्पुरमं केरला- 679 334	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	आई एस 14543:2004
142	4712156	11/03/2014	मेसर्स नेटोस्, बिवरेज़स V/259/3 नीण्टकरा कोल्लमं कॉपरेशन कोल्लमं केरला-691 582	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
143	4683074	03/01/2014	मेसर्स ओजोर्ण अबवा मिनरलस VII/283 बि, माराडि, कॉयनाट, मुवाटुपुज्ज्हा, ओरामना पी ओ एरणाकुलम केरला- 686 663	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
144	4721056	26/03/2014	मेसर्स सालोमिन अबवा एस वै. नंबर. 168/3, चेड़ा एरुवेट्टि पी ओ कावनर पंजायत एरनाट तालूक मलाप्पुरम केरला- 673 639	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
145	4732162	25/04/2014	मेसर्स मोतिरापिटिका फुड पारक् 6/615, हाई स्कूल रोड चेरुप्पुलाशोरि पालवकाट् केरला-679503	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
146	4732263	25/04/2014	मेसर्स गॉपीका डेरीफार्म II/264ए, आलनाट पंजायत कोन्नोरपल्ली कूनम्मावू एरणाकुलम केरला-683525	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004

1	2	3	4	5	6
147	4730158	23/04/2014	मेसर्स अक्वा ग्रीन 13/763 तक्यावू रोड करुवेली पटि कोच्चि एरणाकुलम केरला-682005	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
148	4725165	08/04/2014	मेसर्स ग्लोबल अक्वा मिनरलस एस वै. नंबर. 2/1, के सी पी/VIII/106बी पायम विल्लेज्, इड्यूक्नं कीचूर, कावशोरी, इरिट्री कन्नूर, केरला- 670 703	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
149.	4761371	31/07/2014	मेसर्स एयच्स बिवरेज़स प्रैवेट लिमिटेड एस वै नंबर : 50314 बिलिंग नंबर IV/587-1, अराणादुक्करा, ब्रिज रोड एलतुरुत पी ओ त्रिशूर, केरला- 680611	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
150.	4799703	11/11/2014	मेसर्स एम के प्रोडक्शन सर्वे नं 1/18, म्बकुकडा मरातिककुन्नु, नावाईक्कुलम पी ओ चिरायिनकिज्हु तिरुवनन्तपुरम केरला-695 603	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
151.	6400000480	08/12/2014	मेसर्स केरला इरिगेषन इन्फ्राडेवरल डिवेर्लैपमेंट कोरपरेषन लिमिटेड बिल्डिंग नंबर II/107 ए ऐन्ड 1078, कर्णक्कुन्नम विल्लेज् माला गट्टम पीओ, तोड्डुपुज्जा, इडुक्की, केरला-685 587	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
152.	6400000884	15/12/2014	मैसर्स बेन् अक्वा प्रोडक्स प्लोड नंबर 10, इन्डिस्ट्रीयल टेवलपमेड एरिया, वेली, तिरुवनन्तपुरमं, केरला- 695 021	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस 14543:2004
153.	4727977	16/04/2014	मेसर्स श्री मुत्तप्पन इन्टरस्ट्रीस बिल्डिंग नंबर-ओल्ट 10/51, न्यू 6/64 करिमनू पोस्ट ऑफ कोषिंचंपारा, पालाक्काट केरला- 678555	सुबाहक अग्नि शामक- कार्यकारिता और निर्माण	आई एस 15683:2006

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 10th April, 2015

S.O. 880.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

SCHEDULE

LICENCE GRANTED DURING

01 JANUARY 2013 TO 31 DECEMBER 2014

Sl. No.	Licence No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No Part sec. Year
1	2	3	4	5	6
1.	4778388	17/09/2014	Moothedam Veneers & Industries V.P. 2/529A, Pallikavala Marampilly Perumbavoor Eranakulam Kerala-683547	Plywood for general purposes	IS 303 : 1989
2.	4778489	17/09/2014	Red Wood Ply & Boards XIII/153, Paipra, Mulavoor, Pezhakkpilly P.O., Muvattupuzha Eranakulam Kerala-686674	Plywood for general purposes	IS 303: 1989
3.	478281	21/07/2014	Kuttichira Ply & Boards XI/316A Panipra P.O. Kottappady Kothamangalam Eranakulam Kerala-686692	Plywood for general purposes	IS 303 : 1989
4.	4762474	05/08/2014	K.K.A. Ply Woods OP.X/36&F, Chelamattam, Rayonpuram P.O. Perumbavoor Eranakulam Kerala-683543	Plywood for general Purposes	IS 303: 1989
5.	4762575	06/08/2014	Noh Plywoods & Boards VII/770C, Chundamala, West Vengola P.O. Perumbavoor, Eranakulam Kerala-683556	Plywood for general Purposes	IS 303: 1989
6.	4775584	11/09/2014	Three Star Playwoods XIII/154 Paipra, Mulavoor, Pezhakkpilly Muvattupuzha P.O. Eranakulam Kerala-686674	Plywood for general Purposes	IS 303: 1989
7.	6400000177	04/12/2014	VICT Play Industries A.P. VIII 585/B, Industrial Development Plot Andhoor, Taliparamba Parassinikkadavu P.O. Kannur Kerala-670563	Plywood for general Purposes	IS 303: 1989

1	2	3	4	5	6
8.	4682476	02/01/2014	Prestige Plywood Industries (P) LTD IV/291-292, Mudickal (P.O) Vazhakulam Kunnathunadu Taluk Eranakulam Kerala-683547	Plywood for general Purposes	IS 303: 1989
9.	4717469	18/03/2014	Aiswarya Plywood Industries N.P. VIII/354 B, Vengola, Near Velakara Temple, Allapra P.O. Perubavoor Eranakulam Kerala-683553	Plywood for general Purposes	IS 303: 1989
10.	4718168	10/03/2014	Venus Ply Boards V/226 A, Kottappady Kothamangalam Eranakulam Kerala-686692	Plywood for general Purposes	IS 303: 1989
11.	4722462	31/03/2014	Safiya Saw Mills & Industries IX-1052, Allapra P.O., Perumbavoor Eranakulam Kerala-683553	Plywood for general Purposes	IS 303: 1989
12.	4714968	19/03/2014	High Range Ply And Boards Sy No. 436/3, 436/9A Eramalloor Village Kothamangalam Eranakulam Kerala-686691	Plywood for general Purposes	IS 303: 1989
13.	4730057	23/04/2014	Companion Plywoods III/32-D Odakkaly, Methala P.O. Kunthunad Taluk Eranakulam Kerala-683545	Plywood for general Purposes	IS 303: 1989
14.	6400000682	11/12/2014	Chettiyakunnel Wood Industries CP. X/ 147D, Chapparpadav U,Nadukani, Kooveri Kannur Taliparamba Kerala-670581	Plywood for general Purposes	IS 303: 1989
15.	4756277	17/07/2014	Abad Wood Industries And plywoods XI/121B, Peleppuram , Trikkalangode, Ernad Taluk Elankur P.O. Malappuram Kerala-676122	Plywood for general Purposes	IS 303: 1989
16.	4756479	18/07/2014	Able Industries XXI/293-D,E,F,G Puthuppalam, Eramalloor, Nellikuzhi Kothamangalam Taluk Eranakulam Kerala-686691	Plywood for general Purposes	IS 303: 1989
17.	4638877	04/09/2013	Hi-Tech Plywoods Poonor Valay Anchirangara (P.O) VP. VI/710A Vengola Panchayath Perumbavoor Eranakulam Kerala-683556	Plywood for general Purposes	IS 303: 1989
18.	4637269	02/09/2013	Ibsons Industries Peringala(P.O), 11/504-A Kunnathunadu Eranakulam Kerala-683565	Plywood for general Purposes	IS 303: 1989
19.	4637673	03/09/2013	New Star Plywoods Survey No. 137/7-2 Odakkaly Asamanoor(P.O) Kunnathunadu Taluk Eranakulam Kerala-683549	Plywood for general Purposes	IS 303: 1989

1	2	3	4	5	6
20.	4667783	26/11/2013	Tomson Ply And Boards Pulluvazhi (P.O) Rayamangalam Kunnathunad Eranakulam Kerala-683541	Plywood for general Purposes	IS 303: 1989
21.	4675176	16/12/2013	Dustan Wood S. Puram, Kurichy, Kottayam Kerala-686532	Plywood for general Purposes	IS 303: 1989
22.	4674578	13/12/2013	Bright Indian Plywoods 9/181-A Mekalady, Kalady, Aluva Taluk Eranakulam Kerala-683574	Plywood for general Purposes	IS 303: 1989
23.	4678081	23/12/2013	Kings Plywoods Vaikara (P.O.) Perumbavoor Rayamancalam Kunnathunadu Eranakulam Kerala-683549	Plywood for general Purposes	IS 303: 1989
24.	4678788	27/12/2013	Seven Star Plywoods & Block Boards A.P. 6/318J, Odakali, Asamanoor Kunnathunadu Eranakulam Kerala-683549	Plywood for general Purposes	IS 303: 1989
25.	4679386	31/12/2013	Blue Tech Wood Industries III/386 B Asamanoor Kunnathunad Eranakulam Kerala-683549	Plywood for general Purposes	IS 303: 1989
26.	4679487	31/12/2013	A-One Plywoods And Boards XII/391-D Rayamangalam, Kunnathunad Taluk, Eranakulam Kerala-683548	Plywood for general Purposes	IS 303: 1989
27.	64000000783	11/12/2014	Ras Plywoods & Boards IX/407D, Rayamangalam, Nangelipady, Pulluvazhy, Perubavoor, Eranakulam Kerala-683541	Plywood for general Purposes	IS 303: 1989
28.	4688084	13/01/2014	Mekha Ply And Boards VI/318, Asamanoor, Odakkalli Perumbavoor Eranakulam Kerala-683549	Plywood for general Purposes	IS 303: 1989
29.	4698895	11/02/2014	Shri Krupa Decorative Veneer Pvt Ltd Door No. (MPI) 131, 134, 135 Near Talpady Village, Kunjatur Kasaragod Kerala-671323	Plywood for general Purposes	IS 303: 1989
30.	4701151	13/02/2014	Maxbond Industries Kirampara Road, Attempathy P.O. Ozhalapathy Palakkad Kerala-678556	Plywood for general Purposes	IS 303: 1989
31.	4705462	24/02/2014	New Amal Ply IX/18-B, Nellimolam Pulluvazhy P.O, Rayamangalam Perumbavoor Eranakulam Kerala-683541	Plywood for general Purposes	IS 303: 1989

1	2	3	4	5	6
32.	4545567	02/01/2013	Indus Plywoods VP-XII/294-F, Allapra (P.O.), Kuttipadam, Perumbavoor, Kunnathunadu Taluk, Eranakulam Kerala-683553	Plywood for general Purposes	IS 303: 1989
33.	4545668	03/01/2013	Ummani Veneers & Plywoods East Okkal, Okkal (P.O.) Chelamattom, Kunnathunadu Eranakulam Kerala-683550	Plywood for general Purposes	IS 303: 1989
34.	4545870	03/01/2013	U-Star Plywoods Panipra (P.O.) Kottappady Kothamangalam Eranakulam Kerala-686692	Plywood for general Purposes	IS 303: 1989
35.	4545971	03/01/2013	Matha Plywoods Near Rubber Park Valayanchirangara (P.O.) N. Mazhuvannoor Airapuram Kunnathunadu Taluk Eranakulam Kerala-683556	Plywood for general Purposes	IS 303: 1989
36.	4546973	03/01/2013	Cochin Ply Woods XVI/456, 456-A, 456-B Paipra, Muvattupuzha Taluk, Madavoor P.O. Eranakulam Kerala-686669	Plywood for general Purposes	IS 303: 1989
37.	4547167	03/01/2013	Global Conductors (P) Ltd K.P. 9/22-V Industrial Development Area, Erumathala P.O. Alappuzha Kerala-683505	Plywood for general Purposes	IS 303: 1989
38.	4547268	03/01/2013	M.S. Boards And Panels VI/606, Paracode Punnorcode Vembilly (P.O.) Kunnathunadu Taluk Eranakulam Kerala-683565	Plywood for general Purposes	IS 303: 1989
39.	4555065	29/01/2013	Vanalakshmi Wood Products VIII/400D, Hosdurg Taluk Nileshwar (M) Kasaragod Kerala-671 314	Plywood for general Purposes	IS 303: 1989
40.	4565573	21/02/2013	Kerala Sawmills & Plywoods PMC- 17/1948, Perumbavoor (P.O.), Kunnathunadu, Eranakulam Kerala-683542	Plywood for general Purposes	IS 303: 1989
41.	4578986	26/03/2013	Usmaniya Wood Decor IX/1/153, Keezhmad Panchayath Aluva Eranakulam Kerala-683105	Plywood for general Purposes	IS 303: 1989
42.	4609062	02/07/2013	National Plywood Industries Plot No. 23, 24&25, Rubber Park, Irapuram, Valayanchirangara (P.O.) Eranakulam Kerala-683556	Plywood for general Purposes	IS 303: 1989

1	2	3	4	5	6
43.	4609163	02/07/2013	Ess Bee Plywood Industries XI/296 A, Kizhakkambalam Kumbanode, Pattimattom (P.O.) Eranakulam Kerala-683562	Plywood for general Purposes	IS 303: 1989
44.	4618568	12/07/2013	AL-Ameen Wood Industries Poomala, Cherukunnam, Asamanno (P.O.), Kun Athunadu Eranakulam Kerala-683549	Plywood for general Purposes	IS 303: 1989
45.	4621961	30/07/2013	Pankaj Plywood 1/814B, Ponjassery, West Vengola (PO.), Arakapady Panchayth, Kunnathunadu, Perumbavoor Eranakulam Kerala-683556	Plywood for general Purposes	IS 303: 1989
46.	4631459	07/08/2013	Kemi Veneers XI/381, Chelakulam, Pattimattom Eranakulam Kerala-683 562	Plywood for general Purposes	IS 303: 1989
47.	4631863	07/08/2013	Ama Ply And Boards 6/67, A&B Asamanno (P.O.) Perumbavoor Kunnathunadu Eranakulam Kerala-683549	Plywood for general Purposes	IS 303: 1989
48.	4634263	26/08/2013	Paramount Wood Industries AP VIII, 569D of Andoor Panchayat, Andoor Taliparamba Taluk Kannur Kerala-670563	Plywood for general Purposes	IS 303: 1989
49.	4634364	26/08/2013	Parakkattu Ply And Boards K.P. VI/76, Padickalapara Koovappady (P.O.) Perumbavoor Kunnathunadu Taluk Eranakulam Kerala-683544	Plywood for general Purposes	IS 303: 1989
50.	4634465	26/08/2013	Radius Plywoods Kottachira Odakkali Methala (P.O.) 11/548-C, Asamanno Perumbavoor Eranakulam Kerala-683545	Plywood for general Purposes	IS 303: 1989
51.	4650160	04/10/2013	Traco Cable Company Limited Irimpanam Eranakulam Kerala-682 309	Aluminium Conductors for overhead transmission purposes: part I aluminium stranded conductors	IS398:Part 1:1996
52.	4596281	22/05/2013	Ultratech Cement Limited Unit:Cochin Bulk Terminal, Survey Number: 2578/4. Indira Gandhi Road, Willingdon Island, Eranakulam Kerala-682003	Portland Pozzolana cement part 1 flyash	IS 1489: Part 1: 1991
53.	6400000379	04/12/2014	Europly and Boards VII/558-B.PP Road, Vengola, Perubavoor Eranakulam Kerala-683554	Marine plywood	IS 710 : 2010

1	2	3	4	5	6
54.	4801155	19/11/2014	Kanampuram Veneers XII/427, Iringole P.O., Vattakattupady Perumbavoor Eranakulam Kerala-683548	Marine plywood	IS 710 : 2010
55.	4787490	15/10/2014	Parakkattu Ply and Boards Kp. VI/76. Padickalapara Koovappady P.O. Eranakulam Kerala-683544	Marine plywood	IS 710 : 2010
56.	4788088	17/10/2014	Mampilly Ply Wood Industries 1/303-A. Vazhakkulam Mudickal P.O. Eranakulam Kerala-683547	Marine plywood	IS 710 : 2010
57.	4750063	26/06/2014	Sterling Ply Board 9/408D. Elambakappilly P.O. Koovappady, Vengoor West Perumbavoor Eranakulam Kerala-683544	Marine plywood	IS 710 : 2010
58.	4750164	26/06/2014	Chandrika Plywoods VGP-4/220B Mudical P.O. Vazhakkulam Kunnathunadu Taluk Perumbavoor Eranakulam Kerala-683547	Marine plywood	IS 710 : 2010
59.	4745070	30/05/2014	Indus Plywoods VP/XII/294F. Thandekad Allapra P.O. Vengola Kunnathunadu Taluk Eranakulam Perumbavoor Kerala-683553	Marine plywood	IS 710 : 2010
60.	4732061	21/04/2014	M/s MA Wood Product (P) Ltd. Marine Plywood Battipadavu, Buldg. No. MP/4360, Koliyoor Village, Vorkady P.O. (VIA) Manjeshwar Kasaragod Kerala-671323	Marine Plywood	IS 710 : 2010
61.	4714665	18/03/2014	Bombay Plywood Industries V/270 A, Kottappady, Panipra P.O. Kothamangalam Eranakulam Kerala-686692	Marine plywood	IS 710 : 2010
62.	4705563	24/02/2014	New Amal Ply IV/18-B, Nellimolam Pulluvazhi, P.O. Perumbavoor Ray amangalam Eranakulam Kerala-683541	Marine plywood	IS 710 : 2010
63.	4701252	13/02/2014	Shri Krupa Decorative Veneer Pvt. Ltd. Door No. (MP) 131, 134, 135 near Talapady Kunjatur Kasaragod Kerala-671323	Marine plywood	IS 710 : 2010
64.	4673071	10/12/2013	Delta Ply Woods and Boards XVIII/IA Iringole Perumbavoor Eranakulam Kerala-683548	Marine plywood	IS 710 : 2010

1	2	3	4	5	6
65.	4635770	29/08/2013	Periyar Wood Products PPX 490, New Nox/395A, Thuruthi Road, Chungam, Aroli, Pappinisseri, Kannur Kerala-670561	Marine plywood	IS 710 : 2010
66.	4574271	05/03/2013	Copper Chemical Manufactures 18/153, 169 Paipra Punnepady Mudavoor P.O. Muvattupuzha Eranakulam Kerala-686669	Copper Oxychloride water dispersible powder Concentrates	IS 1507 : 1977
67.	4568781	05/03/2013	Vanalakshmi Wood Products Near Block Office, Puthariy Adukkam (P.O.) Nileshwar, Kasaragod Kerala-671314	Block boards	IS 1659 : 2004
68.	4627367	07/08/2013	Aysha Wood & Plywoods Pvt. Ltd. Thuruthi Vayal Chungam, Pappinissery P.O. Kannur Kerala-670561	Block boards	IS 1659 : 2004
69.	4803159	24/11/2014	Monarch Plywood Industries Ananthapura Kumbla (VIA) Kasaragod Kerala-671321	Block boards	IS 1659 : 2004
70.	4735168	21/04/2014	Veenus Ply Boards V/226 A, Kottappady Kothamangalam Eranakulam Kerala-686692	Block boards	IS 1659 : 2004
71.	4713966	10/03/2014	Maxbond Industries Kirampara Road, Attempathy P.O. Ozhalapathy Palakkad Kerala-678556	Block boards	IS 1659 : 2004
72.	4656576	24/10/2013	Southern Ind. Plywood Industries 1/638, Munkakarappuram, West Vengola (P.O.) Perumbavoor Eranakulam Kerala-683556	Block boards	IS 1659 : 2004
73.	4703963	19/02/2014	Shri Krupa Decorative Veneer Pvt. Ltd. Door No. (MPI) 131, 134, 135 Near Talapady Kunjatur Kasaragod Kerala-671323	Block boards	IS 1659 : 2004
74.	4678889	27/12/2013	Seven Star Plywoods & Block Boards A.P. 6/318J, Odakali, Asamanoor Eranakulam Kunnathunadu Kerala-683549	Block boards	IS 1659 : 2004
75.	4554164	09/01/2013	Kunnathan Wood Products VI/318, Survey No. 352/7 352/6, 352/2, Block No. 14, Asmanoor, Odakalil Eranakulam Kerala-683549	Wooden flush door shutters (solid core type): Part I plywood face panels	IS 2202 : Part 1 : 1999

1	2	3	4	5	6
76.	4704056	28/08/2013	Paramount Wood Industries AP VIII, 569D of Andoor Panchayath, Andoor Taliparamba Taluk Kannur Kerala-670563	Wooden flush door shutters (solid core type): Part I plywood face panels	IS 2202 : Part 1 : 1999
77.	4635871	18/02/2014	Sri Krupa Decorative Veneer Pvt. Ltd. Door No. (MPI) 131, 134, 135 Near Talapady Kunjatur Kerala-671323	Wooden flush door shutters (solid core type): Part I plywood face panels	IS 2202 : Part 1 : 1999
78.	4687789	06/01/2014	Veenus Ply Boards V/226 A, Kottappady Kothamangalam Eranakulam Kerala-686692	Wooden flush door shutters (solid core type): Part I plywood face panels	IS 2202 : Part 1 : 1999
79.	6400000278	04/12/2014	Vict Ply Industries A.P. VIII 585/B, Industrial Development Plot Andhoor, Taliparamba Parassink Kadavu P.O. Kannur Kerala-670563	Wooden flush door shutters (solid core type): Part I plywood face panels	IS 2202 : Part 1 : 1999
80.	4758786	22/07/2014	Lua Industries VI/263, Kunnukara, Parur Taluk Souh Aduvassery P.O. Eranakulam Kerala-683578	Stationary storage type electric water heaters	IS 2082 : 1993
81.	4752168	02/07/2014	Plant Lipids (P) Ltd. VIII/547 Aikaranddu, Kadayiruppu, P.O. Kunnamthunadu Taluk Kochi Eranakulam Kerala-682311	Annatto colour for food products	IS 2557 : 1994
82.	477680	09/06/2014	HI-Care Polymers Pvt. Ltd. 11/436 - A,B,C Palakuzha Muvattupuxha Taluk Koothattukulam Eranakulam Kerala-686686	Surgical rubber gloves -	IS 4148 : 1989
83.	4673273	03/12/2013	Alleppey Latex Pvt. Ltd. Gloves Division Moonilavu P.O. Pala Kottayam Kerala-686586	Surgical rubber gloves -	IS 4148 : 1989
84.	4661569	11/11/2013	St. Marys Rubbers Pvt. Ltd. Gloves Division Koovappally Kanjirapally Kottayam Kerala-686518	Surgical rubber gloves -	IS 4148 : 1989
85.	4636065	29/08/2013	Swadheshy Polymers 10588, Kinfra Nellad Kunnathunad (Taluk) Eranakulam Muvattupuzha Kerala-686669	High density polyethylene Pipes for Portable water supplies	IS 4984 : 1995
86.	4658580	25/10/2013	Wintech polyextrusions Plot No. 10 Industrial Estate Vadakara Block Azhiyoor Panchayath Kozhikode Kerala-673312	High density polyethylene pipes for portable water supplies	IS 4964 : 1995

1	2	3	4	5	6
87.	4658479	25/10/2013	Ocean Pipes XIV/149A, Avanoor, Thrissur Taluk, Thrissur Kerala-680541	Unplasticized pvc pipes for portable water supplies -	IS 4985 : 2000
88.	4787389	15/10/2014	Harisuns Industries Harisuns Plaza, Alamcode Attingal Thiruvananthapuram Kerala-695102	Unplasticized pvc pipes for portable water supplies -	IS 4985 : 2000
89.	4732768	25/04/2014	Toms Pipes Private Limited - Unit-III XI/649 H, Veroor Industrial Estate, Industrial Nagar P.O. Changancherry, Kottayam Kerala-686106	Unplasticized pvc pipes for portable water supplies -	IS 4985 : 2000
90.	4750568	27/06/2014	Friends Polymers XIII/393 (PRY) Porathissery Irinjalakuda Thrissur Kerala-680125	Unplasticized pvc pipes for portable water supplies -	IS 4985 : 2000
91.	4746072	04/06/2014	Solve Plastic Products ucts (P) Ltd. Tholicodu P.O. Punalur Kollam Kerala-691333	Unplasticized pvc pipes for portable water supplies -	IS 4985 : 2000
92.	4579685	26/03/2013	South Indian Plastic Door, No. X/350A Vavakkav (P.O.) Karunagappaly Kerala-690528	Unplasticized pvc pipes for portable water supplies -	IS 4985 : 2000
93.	4757481	21/07/2014	Chandrika Plywoods VGP-4/230B Mudical P.O. Eranakulam Perumbavoor Kerala-683547	Plywood for concrete shuttering work	IS 4990 : 2011
94.	4722361	31/03/2014	Lunnathan Wood Products VI/318, survey no. 352/2, 352/6, 352/7 Asmannor P.O. Odakkali Eranakulam Kerala-683549	Plywood for Concrete Shuttering work	IS 4990 : 2011
95.	4717267	19/03/2014	Prime Veneers Ltd. Mill Road, Valappattanam, Kannur, Kerala-670010	Plywood for Concrete Shuttering work	IS 4990 : 2011
96.	4788189	20/10/2014	Mampilly Plywood Industries 1/303-A, Vazhakkulam Mudickal P.O. Eranakulam Kerala-688547	Plywood for concrete shuttering work	IS 4990 : 2011
97.	4671067	05/12/2013	Delta Plywoods & Boards Iringole P.O. Eranakulam Perumbavoor Kerala-683548	Plywood for Concrete Shuttering work	IS 4990 : 2011
98.	4667682	27/11/2013	Chackos Plywood Mills (P) Ltd. XVIII/490B. C.D. Mazhuvannoor Kunnathunadu Taluk Eranakulam Kerala-683556	Plywood for Concrete Shuttering work	IS 4990 : 2011

1	2	3	4	5	6
99.	4710457	06/03/2014	Malabar Latex Building No. MP/VII/324 & 327 of Melattur Panchayath, Kanjirampara, Chemmaniyodu P.O., Melattur Malappuram Kerala-679325	Ammonia Preserved Concentrated natural Rubber Latex	IS 5430: 1901
100.	4582674	26/03/2013	Boycle Rubber Estate Pvt. Ltd. 35th Mile, Mudakayam, Idukki Kerala-673032	Ammonia Preserved Concentrated Narural Rubber Latex	IS 5430: 1981
101.	4784484	01/10/2014	Emirates Cements (India) Private Limited Survey No. 150/6, 151/1 P.T. Puddusseri Palakkad Taluk Palakkad Kerala-678624	White portland Cement -	IS 8042 : 1989
102.	4596382	22/05/2013	Ultratech Cement Limited Unit : Cochin Bulk Terminal, Survey Number: 2578/4, Indira Gandhi Road, Willingdon Island Eranakulam Kerala-682003	43 grade ordinary portland cement	IS 8112 : 2013
103.	4624058	06/08/2013	M/s Eastern Mattersses Pvt. Ltd. Puthuperiyaram Thodupuzha P.O. Idukki Kerala-685584	Rubberized coil sheets for cushioning	IS 8391 : 1987
104.	4780274	19/09/2014	National Pipes CP IV, 309, Chelora Panchayat Kappad, Kannur Kerala-670006	Conduits for electrical installations: part 3 rigid plain conduits of insulating materials (superseding IS : 2509)	IS 9537 : Part 3 : 1983
105.	4780375	19/09/2014	Brahma Plast Industries IV/96, IDP, Athani, Avanur Peringandoor Post Thrissur Kerala-680501	Conduits for electrical installations: part 3 rigid plain conduits of insulating materials (superseding IS : 2509)	IS 9537 : Part 3 : 1983
106.	4775786	11/09/2014	T.J. Polymers Building No. VIII/953A Koovappady P.O. Eranakulam Kerala-683544	Conduits for electrical installations: part 3 rigid plain conduits of insulating materials (superseding IS : 2509)	IS 9537 : Part 3 : 1983
107.	4732364	25/04/2014	Josco Plastics XXII/251 Industrial Development Area Angamaly, South P.O. Eranakulam Kerala Kerala-683573	Conduits for electrical installations: part 3 rigid plain conduits of insulating materials (superseding IS : 2509)	IS 9537 : Part 3 : 1983
108.	4654168	09/10/2013	Fenix Plastic Indus- tries Door No. VIII/314 Nedukkunu Pathanapuram Kollam Kerala-689695	Conduits for electrical installations: part 3 rigid plain conduits of insulating materials (superseding IS : 2509)	IS 9537 : Part 3 : 1983
109.	4622155	31/07/2013	Cintex Polymers X/587, Mini Industrial Estate, Keezhmad Aluva Eranakulam Kerala-693112	Conduits for electrical installations: part 3 rigid plain conduits of insulating materials (superseding IS : 2509)	IS 9537 : Part 3 : 1983

1	2	3	4	5	6
110.	4636570	14/08/2013	CDAC Technology Promotion Centre for Development of Advanced Computing (CDAC) TC 14/992, Vellayambalam, Thiruvananthapuram Kerala-695033	Body level hearing aids	IS 10775 : 1984
111.	4635366	16/08/2013	Sunpower Cement Company VIII 1072, Petronet Road, Wise Park, Kanjikode P.O. Palakkad Kerala-678621	53 grade ordinary portland cement	IS 12269 : 1987
112.	4596483	22/05/2013	Ultratech Cement Limited Unit: Cochin Bulk Terminal, Sruvey Number : 2578/4, Indira Gandhi Road, Willingdon Island, Eranakulam Kerala-682003	53 grade ordinary portland cement	IS 12269 : 1987
113.	4764377	14/08/2014	M/s Alampally Pressure Testing Company Pvt. Ltd. 9/19E, Industrial Development Area, Aluva Erumathala P.O. Eranakulam, Kerala-683112	Welded low carbon steel cylinders exceeding 5 litre water capacity for low pressure liquefiable gas-code of practice for inspection and reconditioning of used LPG cylinders	IS 13258 : 2014
114.	4766482	20/08/2014	Beta Healthcare Products Pvt. Ltd. Plot No. 21 B, Cochin Special Economic Zone Eranakulam Kakkanad, Kerala-682037	Disposable surgical rubber gloves-	IS 13422 : 1992
115.	4761876	04/08/2014	Jit & Jit Gloves 29-876A, Lane 22, Janatha Road, Vytilla P.O. Eranakulam Kochi Kerala-682019	Disposable surgical rubber gloves	IS 13422 : 1992
116.	4746274	05/06/2014	HI Care Polymers Pvt. Ltd. 11/436 - A, B, C Palakuzha Muvattupuzha Taluk Eranakulam Kerala-686686	Disposable surgical rubber gloves	IS 13422 : 1992
117.	4756782	18/07/2014	Alleppey Latex (P) Ltd. Unit-III, Gloves Division, Moonnilavu P.O. Kottayam Pala Kerala-686586	Disposable surgical rubber gloves	IS 13422 : 1992
118.	4661670	11/11/2013	St. Marys Rubbers Pvt. Ltd. Gloves Division Koovapally P.O. Kanjirappally Kottayam Kerala-686518	Disposable surgical rubber gloves	IS 13422 : 1992
119.	4605761	21/06/2013	Safe Care Rubber Products Pvt. Ltd. Plot No. 19 Cochin Special Economic Zone Kakkannad Eranakulam Cochin Kerala-682037	Disposable surgical rubber gloves	IS 13422 : 1992
120.	4605862	20/06/2013	Teejan Beverages Limited Building No. VI/58-62 (New No. (Old No. V/75-79) Kunnampilly P.O. Melur Mukundapuram Taluk Thrissur Kerala-680311	Pacaged drinking water (other than packaged natural mineral water) -	IS 14543 : 2004

1	2	3	4	5	6
121.	4605559	20/06/2013	KVN Minerals 9/830B1 Rajagiri Valley P.O. Kakkanad Cochin Eranakulam Kerala-682039	Packaged drinking water (other than packaged natural mineral water) -	IS 14543 : 2004
122.	4605054	20/06/2013	Jeeva Elixir Service Socity V/93, Avolichal, Neriamangalam P.O. Kothamangalam Eranakulam Kerala-686693	Packaged drinking water (other than packaged natural mineral water) -	IS 14543: 2004
123.	4609870	02/07/2013	Mullassery Minerals And Beverages Neduvanoor, XI/294C, Chowara P.O. S. No. 155/14, Chengamand Panchayath Aluva Erankaulam Kerala-683571	Packaged drinking water (other than packaged natural mineral water)	IS 14543 : 2004
124.	4613962	15/07/2013	Grace Packaged Drinking Water Unit XI/40A, Arnakode Elavumitta Post Mezhuveli Village Kozhencery Taluk Pathanamthitta Kerala-689 625	Packaged drinking water (other than packaged natural mineral water) —	IS 14543 : 2004
125.	4608565	02/07/2013	J.K. Beverages Building No. XI/1553 Survey No. 4545 Manniyod, Palode Nedumangad Thiruvananthpuram Kerala-695562.	Packaged drinking water (other than packaged natural mineral water) —	IS 14543 : 2004
126.	4589587	06/05/2013	PTC Industries TC 32/493-(1), & 2 Plot No: 43 IDA Veli, Kadakampally Village, Titanium P.O. Thiruvananthpuram Kerala-695021	Packaged drinking water (other than packaged natural mineral water) —	IS 14543 : 2004
127.	4600044	03/06/2013	Chandrika Food and Beverages II/223C, Cherumapri, Kunathodathu, Ulliyannor P.O. Kadungallur Village, Aluva Eranakulam Kerala-683108	Packaged drinking water (other than packaged natural mineral water) —	IS 14543 : 2004
128.	4577378	20/03/2013	Pure Life Food & Beveges Com- pany Viloonni P.O. Kottayam Kottayam Kerala-686008	Packaged drinking water (other than packaged natural mineral water) —	IS 14543 : 2004

1	2	3	4	5	6
129.	4555671	29/01/2013	S&S Food Industries Survey No. 1225 Mattathurkunnu P.O. Vasupuram, Kodakara Thrissur Kerala-680684	Packaged drinking water (other than packaged natural mineral Water)—	IS 14543 : 2004
130.	4545062	02/01/2013	Kuttanadu Beverages Company Nedumpram Panchayath, Podiyadi P.O. Thiruvalla Pathanamthitta Kerala-689110	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
131.	4655069	18/10/2013	Kairali Minerals and Beverages Building No. IV/636D Rayamangalam P.O. Kunnathunadu Taluk Eranakulam Kerala-683545	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
132.	6400000480	08/12/2014	Kerala Irrigation Infrastructure Development Corporation Limited Vasanth Vihar Gardens, Kumarapuram Thiruvananthapuram Medical College P.O. Kerala-695011	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
133.	64000000884	15/12/2014	Ben Aqua Products Private Limited Plot No. 10, Industrial Development Area Vell, Thiruvananthapuram Kerala-695021	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
134.	4644367	19/09/2013	Oceana Spring Sy No. 47/7,47/8 Ayroor Village Ayroor South P.O. Ranni Taluk Pathanamthitta Kerala-689611	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
135.	4709167	26/02/2014	Sterling Valley XIV/35C(Survey No. 54/13) South Mazhuvannoor P.O. Ezhupuram Kunnathunad Taluk Eranakulam Kerala-686669	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
136.	4693077	28/01/2014	Pulimoottil Foods & Beverages Pvt. Ltd. VI-268A, Near Thalamattom Sree Mahadeva Temple, Madakkathanam P.O. Manjaloor Eranakulam Kerala-686670	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004

1	2	3	4	5	6
137.	4696386	06/02/2014	Periyar Valley- Sy. No. 105/3, Vengola Village Ponjassery P.O. Thandekkadu Kunnathunadu Taluk Perubavoor Eranakulam Kerala-683 547	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
138.	4754475	11/07/2014	Classic Water Products D. No. 39/1744BI, Beach Road, Pallikkandy Puthiyangadi P.O. Kozhikode Kerala-673021	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
139.	4750669	27/06/2014	M/s Barka Foods Bldg No. 20/46 Kongal, Paravur, Kollam Kerala-691301	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
140.	4751368	30/06/2014	M/s River Valley NP 9/342B, Meenmutty, Nanniyode P.O. Palode, Nedumangad Kerala-685562	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
141.	4744977	30/05/2014	Haritha Natural Aqua- VI/570, Elicode, Palapilly P.O. Varandrapilly vilage- Thirssur Kerala-680304	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
142.	4736776	08/05/2014	Onatuparambil Foods And Beverages Pvt. Ltd. III/224 A, Keeraampara Kothamangalam Eranakulam Kerala-686681	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
143.	4736877	08/05/2014	Jalaliya International Door No. 111/223, Pookotumana, Chungathara P.O. Malappuram Kerala-679334	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
144.	4712156	11/03/2014	Netto's Beverages V/259/3 Neendakara Kollam Corporation Kollam Kerala-691582	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
145.	4683074	03/01/2014	Ozone Aqua Minerals VII/283 B, Marady, Kayanad Muvattupuzha Ooramana P.O. Eranakulam Kerala-686663	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004

1	2	3	4	5	6
146.	4721056	26/03/2014	Salomin Aqua Sy. No. 168/3, Chengara, Eruvety P.O. Kavanur Panchayath, Ernad Taluk Malappuram Kerala 676639	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
147.	4732162	25/04/2014	Mothirapedika Food Park 6/615, High School Road, Cherpulassary Palakkad Kerala 679503	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
148.	4732263	25/04/2014	Gopika Dairy Farms II/264A, Alangad Panchayth Kongorpally Koonammavu Eranakulam Kerala 683525	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
149.	4730158	23/04/2014	Aquagreen 13/763, Thakyavu Road, Karuvelipady, Kochi Ernakulam Kerala 682005	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
150.	4725165	08/04/2014	Global Aqua Mineral Sy. No. 2/I, K P C VIII/106 B, Payam Village, Edakknam, Keezhur, Chavassery, Irity Kannur Kerala 670 703	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
151.	4761371	31/07/2014	Angel Beverages Private Limited Sy. No.: 503/4 Building No. IV/587-I Aranattukara Bridge Road Elthuruth P.O. Thrissur Kerala 680611	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
152.	4799703	11/11/2014	M.K. Production Survey No. 1/8, Mukkukada, Maruthikunnu, Navaikulam. P.O. Chiray Yinkeezhu Thiruvananthpuram Kerala 695603	Packaged drinking water (other than packaged natural mineral water)—	IS 14543 : 2004
153.	4727977	16/04/2014	Shree Muthappan Industries Bldg No. Old 10/51, New 6/64, Karimannu Post Off Kozhinjampara, Palakkad Kerala 678555	Protable fire extinguishers performance and construct	IS 15683 : 2006

नई दिल्ली, 10 अप्रैल, 2015

का०आ० 881.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988, के विनियम, 5 उप विनियम (6) के अनुसरण में, भारतीय मानक व्यूरो, एतद्वारा अधिसूचित करता है कि जिनके विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया हैं।

अनुसूची

01 जनवरी 2013 से 31 दिसंबर 2014 तक रद्द किये गए लाइसेंसों की सूची

क्रम. सं.	लाइसेंस संख्या	लाइसेंस का नाम एवं पता	लाइसेंसों के अंतर्गत वस्तु/प्रकम सम्बद्ध भारत मानक का शीर्षक	रद्द करने की तिथि वर्ष माह
1.	3438460	वेनाली फुड आण्ड बीवरेज़स पतनमतिट्ट्य	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	04/07/2014
2.	3453254	क्लासिक वाटर प्रोडक्ट कोशिक्कोड़	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	12/11/2013
3.	3556971	नेशनल बूड प्रोडक्ट कासरगोड	कंक्रीट के राटरिंग कार्य के लिए प्लाइवुड विशिष्ट	25/03/2013
4.	4529771	प्रथम वनीरस लिमिटेड कन्नुर	कंक्रीक के राटरिंग कार्य के लिए प्लाइवुड विशिष्ट	14/08/2013
5.	6082664	प्रफिट्कोर पैप्स लिमिटेड एरणाकुलम	पेय जल की आपूर्ति के लिए असुधारियता पी०वी०सी० पाईप-विशिष्ट	10/02/2014
6.	6133150	रिहेबिलिटेशनस लिमिटेड कोल्लम	कच्ची प्राकृतिक रबड़ की विशिष्ट	08/08/2013

[सं. कैन्द्रीय प्रमाणन विभाग/13:13]
के. कदिरवेल, वैज्ञानिक 'एफ' एवं प्रमुख बीआईएस, कोच्चि शाखा

New Delhi, the 10th April, 2015

S.O. 881.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each:

SCHEDULE
LIST OF LICENCES CANCELLED FROM
01 January 2013 to 31 December 2014

Sl. No.	Licence No. CM/L	Name & Address of the Licensee	Article/process with relevant Indian covered by the licence cancelled/suspension	Date of cancellation
1.	3438460	Vannali Food & Beverages Pathanamthitta	Package drinking water (other than packaged natural mineral water)—	04/07/2014
2.	3453254	Classic Water Product Kozhikode	Packaged drinking water (other than packaged natural mineral water)—	12/11/2013
3.	3556971	National Wood Products Kasaragod	Plywood for concrete shuttering work	25/03/2013
4.	4529771	Prime Veneers Limited Kannur	Plywood for concrete shuttering work	14/08/2013
5.	6082664	Profitcore Pipes Ltd. Ernakulam	Unplasticized pvc pipes for potable water supplies—	10/02/2014
6.	6133150	The Rehabilitation Plantations Ltd. Kollam	Rubber, raw, natural	08/08/2013

[No.CMD/13:13]
K. KADIRVEL, Scientist 'F' & Head BIS, Kochi Branch

श्रम और रोजगार मंत्रालय

नई दिल्ली, 23 अप्रैल, 2015

का. आ. 882.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतदद्वारा भारतीय इस्पात प्राधिकरण लिमिटेड रिफ्रेंसरी की इकाइयों भिलाई, छत्तीसगढ़ आईएफआईसीओ, मारर, झारखण्ड और रांची रोड, मारर, झारखण्ड के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, 02 मई, 2015 से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:—

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हैं, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस नियमित प्राधिकृत कोई अन्य पदधारी;
- (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:—

- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है; अथवा
- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या आसन्न नियोजक की, उसके अधिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
- (ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/11/2013-एसएस-I]

अजय मलिक, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 23rd April, 2015

S.O. 882.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of SAIL Refractory Units at Bhilai, Chhattisgarh, IFICO, Marar, Jharkhand and Ranchi Road, Marar, Jharkhand from the operation of the said Act. The exemption shall be effective w.e.f. 02.05.2015 for a period of one year.

2. The above exemption is subject to the following conditions namely:—

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Not notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of:—
 - (i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or
 - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
 - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (b) At any reasonable time enter any factory, establishment, office or other premises occupied by such principal

or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises;
- (e) exercise such other power as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/11/2013-SS-I]
AJAY MALIK, Under Secy.

नई दिल्ली, 24 अप्रैल, 2015

का.आ. 883.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सलाल पावर स्टेशन ज्योतिपुरम और आर्थर्स के प्रबंधतत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 1 चंडीगढ़ के पंचाट (संदर्भ संख्या No. 198/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/04/2015 को प्राप्त हुआ था।

[सं. एल.-42011/156/2013-आई आर (डी यू)]
पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th April, 2015

S.O. 883.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 198/2013) of the

Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Salal Power Station, Jyotipuram & others and their workmen, which was received by the Central Government on 16/04/2015.

[No. L-42011/156/2013-IR(DU)]
P.K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL CUM-LABOUR
COURT-I, CHANDIGARH.**

Case No. ID No. 198 of 2013, Reference No. L-42011/156/2013-IR(DU), dated 24.02.2014

General Secretary, Salal Project Employees Union (R&R), Room No. 14, New Field Hostel, Jyotipuram, Reasi (J&K).

2. Salal Project Labour Union (Regd), Talwara (Reasi-J&K)

.....Union

Versus

1. The General Manager, Salal Power Station, Jyotipuram-182312.
2. The Chief Manager (HR), NHPC Limited, Sector-33, Faridabad.

.....Respondents

Appearances

For the Workman: None

For the Management: Shri V.K. Gupta

AWARD

Passed on:-08.04.2015

Government of India Ministry of Labour *vide* notification No. L-42011/156/2013-IR(DU) dated 24.02.2014 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Management of M/s. NHPC Limited, Sector 33, Faridabad (Haryana) represented through its Chairman-cum-Managing Director in unilaterally withdrawing the facility of encashment of Half Pay Leave of workman of the Company *vide* office order No. 63/2012 dated 26-12-2012 in violation of Clause 4, 5, 4 of the mutual settlement signed between the unions including the union raising the dispute and the NHPC management on 31-10-2001 is legal and justified? If not, what relief the workmen are entitled to and from which date?

2. Case repeatedly called. None appeared for the union. The management already filed reply to the letter dated 7-4-2014 of the union. The case was fixed for evidence of

the union. Several opportunities have been given to the union for their evidence. None appeared for the union nor any affidavit has been placed on record in evidence. The case is pending in this court since February 2014. It appears that the union is not interested to pursue the reference. In view of the above the present reference is disposed off for want of prosecution.

3. Reference is disposed off accordingly, Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

8.4.2015

S.P. SINGH, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2015

का०आ० 884.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेशन कमांडर एयर फोर्स स्टेशन बठिंडा के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 1 चंडीगढ़ के पंचाट (संदर्भ संख्या 15/2006, 16/2006, 17/2006, 18/2006, 19/2006 and 20/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 16/04/2015 को प्राप्त हुआ था।

[सं० एल-14012/17/2005-आई आर (डी यू),
सं० एल-14012/15/2005-आई आर (डी यू),
सं० एल-14012/19/2005-आई आर (डी यू),
सं० एल-14012/20/2005-आई आर (डी यू),
सं० एल-14012/18/2005-आई आर (डी यू),
सं० एल-14012/16/2005-आई आर (डी यू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी
New Delhi, the 24th April, 2015

S.O. 884.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 15/2006, 16/2006, 17/2006, 18/2006, 19/2006 & 20/2006) of the Central Government Industrial Tribunal-Cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Station Commander, Air Force Station, Bathinda and their workmen, which was received by the Central Government on 16-04-2015.

[No. L-14012/17/2005-IR(DU),
No. L-14012/15/2005-IR(DU)],
No. L-14012/19/2005-IR(DU),
No. L-14012/20/2005-IR(DU),
No. L-14012/18/2005-IR(DU),
No. L-14012/16/2005-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH.**

Details of Industrial Disputes to be answered:

**(1) ID No. 15 of 2006. Reference No. L-14012/17/2005-
IR(DU) dated 16.05.2006**

Sh. Mastan Singh S/o Sh. Maghar Singh, C/o Sh. N.K. Jeet, President, Punjab Telecom & General Labour Union-27349, Mohalla Hari Nagar Lal Singh Basti Road, Bhathinda, Punjab. Since deceased, his LR's have been brought on record which is as under:—

Mastan Singh died. Lrs substituted as under:—

1. Jangir Kaur Wd/o Late Sh. Mastan Singh R/o Near Atta Chakki, Killi Nihal Singhwali, Bhathinda.
2. Janta Singh S/o Late Sh. Mastan Singh R/o 9, Village Bhisiana, Teh. & Distt. Bhathinda.
3. Mejor Singh S/o Late Sh. Mastan Singh R/o 10, Village Bhisiana, Teh. & Distt. Bhathinda.
4. Hansa Singh S/o Late Sh. Mastan Singh R/o 10, Village Bhisiana, Teh. & Distt. Bhathinda.
5. Gurdeed Kaur D/o Late Sh. Mastan Singh R/o 10, Village Bhisiana, Teh. & Distt. Bhathinda.
6. Jaswinder Kaur D/o Late Sh. Mastan Singh R/o 10 Village Bhisiana, Teh. & Distt. Bhatinda.
7. Jaspal Kaur D/o Late Sh. Mastan Singh R/o 10, Village Bhisiana, Teh. & Distt. Bhathinda.

Applicant

VERSUS

1. The Station Commander, Air Force Station, Bhisiana (Bhathinda), Punjab.

Respondent

Term of Reference:

"Whether the action of the management of Station Commander, Air Force Station, Bhisiana in terminating the services of Sh. Mastan Singh, Ex-Asamia Labour w.e.f. 10.12.2004 without complying with the statutory provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?"

**(2) ID No. 16 of 2006. Reference No. L-14012/15/2005-
IR(DU) dated 16.05.2006**

Sh. Baldev Singh S/o Sh. Natha Singh, C/o Sh. N.K. Jeet, President, Punjab Telecom & General Labour Union-27349, Mohalla Hari Nagar Lal Singh Basti Road, Bhathinda, Punjab.

Applicant

VERSUS

1. The Station Commander, Air Force Station, Bhisiana (Bhathinda), Punjab.

Respondent

Term of Reference:

"Whether the action of the management of Station Commander, Air Force Station, Bhisiana in terminating the services of Sh. Baldev Singh, Ex-Asamia Labour w.e.f. 10.12.2004 without complying with the statutory provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?"

**(3) ID No. 17 of 2006. Reference No. L-14012/19/2005-
IR(DU) dated 16.05.2006**

Sh. Shamsher Singh S/o Sh. Angrej Singh, C/o Sh. N.K. Jeet, President, Punjab Telecom & General Labour Union-27349, Mohalla Hari Nagar Lal Singh Basti Road, Bhathinda, Punjab.

Applicant

VERSUS

1. The Station Commander, Air Force Station, Bhisiana (Bhatinda), Punjab.

Respondent

Term of Reference:

"Whether the action of the management of Station Commander, Air Force Station, Bhisiana in terminating the services of Sh. Shamsher Singh, Ex-Asamia Labour w.e.f. 10.12.2004 without complying with the statutory provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?"

**(4) ID No. 18 of 2006. Reference No. L-14012/20/2005-
IR(DU) dated 16.05.2006**

Sh. Iqbal Singh S/o Sh. Dev Singh, C/o Sh. N.K. Jeet, President, Punjab Telecom & General Labour Union-27349, Mohalla Hari Nagar Lal Singh Basti Road, Bhathinda, Punjab.

Applicant

VERSUS

1. The Station Commander, Air Force Station, Bhisiana (Bhathinda), Punjab.

Term of Reference:

"Whether the action of the management of Station Commander, Air Force Station, Bhisiana in terminating the services of Sh. Iqbal Singh, Ex-Asamia Labour *w.e.f.* 10.12.2004 without complying with the statutory provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?"

(5) ID No. 19 of 2006. Reference No. L-14012/18/2005-IR(DU) dated 16.05.2006

Sh. Dev Singh S/o Sh. Maghar Singh, C/o Sh. N.K. Jeet, President, Punjab Telecom & General Labour Union-27349, Mohalla Hari Nagar Lal Singh Basti Road, Bathinda, Punjab.

Applicant

VERSUS

1. The Station Commander, Air Force Station, Bhissiana (Bathinda), Punjab.

Respondent

Term of Reference:

"Whether the action of the management of Station Commander, Air Force Station, Bhissiana in terminating the services of Sh. Dev Singh, Ex-Asamia Labour *w.e.f.* 10.12.2004 without complying with the statutory provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?"

(6) ID No. 20 of 2006. Reference No. L-14012/16/2005-IR(DU) dated 17.05.2006

Sh. Hardev Singh S/o Sh. Kapur Singh, C/o Sh. N.K. Jeet, President, Punjab Telecom & General Labour Union-27349, Mohalla Hari Nagar Lal Singh Basti Road, Bathinda, Punjab.

Applicant

VERSUS

1. The Station Commander, Air Force Station, Bhissiana (Bathinda), Punjab.

Respondent

Term of Reference:

"Whether the action of the management of Station Commander, Air Force Station, Bhissiana in terminating the services of Sh. Hardev Singh, Ex-Asamia Labour *w.e.f.* 10.12.2004 without complying with the statutory provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?"

APPEARANCES

For the workmen: Sh. P.K. Longia advocate.

For the management: Shri R.N. Sharma advocate.

AWARD PASSED ON: 26.03.2015

1. All the above 6 workmen filed the present Industrial Dispute. Being similar facts and law, all the above IDs have been consolidated and leading case would be ID No. 15/2006, Mastan Singh Vs. Air Force Station. The brief facts of Mastan Singh I.D. No. 15 of 2006 are as under:—

It is pleaded by the workmen that they were employed as Asamia Labour since January, 1995 in the office of Sq. Ldr, SFSIO 34 Wg. Air Force Station, Bhissiana, Bathinda and mere drawing Rs. 2210/- as monthly pay. The work on which they were employed of regular nature and each workman put in more than 240 days of service in each calendar year since January 1995. It is pleaded that their services were terminated without notice, charge-sheet/ compensation or inquiry through verbal orders on 10.12.2004. It is further pleaded by the workmen that termination of the workmen is illegal, null and void, against the provisions of the Industrial Disputes Act, 1947. The management had not complied with the provisions of the ID Act, 1947. It is further pleaded that juniors to the workmen have been retained in service and even new hands were also recruited without calling the applicants in violation of ID Act, 1947. It is prayed by the workmen that their termination may be set aside and management may be ordered to take the applicants/workmen on duty with full back wages and other consequential benefits.

2. The management filed written statement. Preliminary objection has been taken that management is carrying out the sovereign function being part of defence forces of India, thus, it is not an 'industry', therefore, the provisions of the ID Act, 1947 are not applicable on the management. It is denied by the management that workmen worked for a continuous period of 240 days in a year rather they were engaged occasionally on daily wages basis to meet the exigencies of work. On merits it is pleaded that the workmen were used to be engaged occasionally as unskilled casual labour to meet the exigencies of the work. Therefore, the question of monthly salary to them does not arise. The applicants have neither worked nor were engaged for a continuous period of 240 days and the work for which they were engaged is not of regular nature. It is further pleaded that as the workmen were never appointed so the question of termination does not arise. As the workmen were not the employees of the management so the question of any notice or inquiry does not arise and there is no question of payment of any compensation etc. As the workmen were never recruited, therefore, the question of retaining juniors does not arise. It is prayed that the present references may be rejected being baseless and irrelevant.

3. In evidence, workmen filed their respective affidavits pleading almost the same facts which they have pleaded in their claim statement. The management in evidence produced MW1 K. Sharma, Officer Incharge, Legal Sell, Air Force Station, Distt. Bathinda who filed his affidavit Ex.

M1. Workmen in evidence were cross-examined by the learned representative of the management. They stated in their cross-examination that they joined the Air Force in 1994 and have not been issued any appointment letter. It is further stated in the cross-examination that they used to work for full month including holidays and used to be paid Rs. 2200/- per month. At the time of termination, they were drawing Rs.2400/-. It is further stated that their thumb impression used to be taken on paid register. It is stated that they used to work from 8 to 5 P.M. with one hour lunch period and half hour tea break. They used to clean runway and cutting grass and they have not involved in any manufacturing process. Further, it is stated in cross-examination that they got fixed salary in a month and denied the suggestion that they were given the job according to the need. They also denied that they never worked in 240 days in any calendar year during their engagement. They also denied that their services were not terminated and they left the job on their own.

4. MW1 the witness of management stated in cross-examination that he is deposing on the basis of knowledge and record. He stated that muster-roll and service record are not maintained in the offices but the attendance register are maintained and the office record is with him. The worker used to engage for cutting of grass which is casual nature of work, he never supervise the workmen because he was posted at the station in the year 2010. He admitted that the appointment are made under rules and regulations issued by the Government of India and no appointment letter was issued to the workmen being they were casual labourer. Workmen used to engage in casual work as per the rules and as per the requirements of the Air Force Station. Ministry of Defence allots the amount and the workmen are engaged on casual work. He further stated that they never engaged the workmen for more than a month and workmen used to be paid after 7 days of work. It is further stated by the witness that there was no seniority criteria for calling the workmen. The management did not issue any written orders to disengage them. The witness admitted that the management did not serve notice or not any retrenchment compensation to the workmen.

5. During the proceedings, the workmen filed an application for summoning the record which includes muster-roll, service record, attendance register pertaining to the period of January 1994 payments, salary record for the period from January 1995 to December 2004 and copies of Identity Card issued to the workmen along with concerned record register for the purpose maintained by the management. In reply, the management submitted that muster-roll, service records are not made for casual labourers and the same is not available. Attendance register

has been maintained and as per attendance register the workmen had worked from April 2001 to December 2004 and attendance register was produced in the Court. As regard payment/salary record of the period from January 1994 to December 2004 is concerned, management submitted that the payment given to the casual labour as per the existing daily wages as per their work. The payment voucher/salary record are not available as the cash account voucher are burnt/destroyed after conducting the Board of officers and recommendation by them. The management also attached the certificate along with this application. As regard Identity Cards are concerned, it is pleaded by the management that no identity card was issued to the workmen, therefore, these are not available. Only tokens were issued at the time of entry to defence area and deposited the same back after their cession of work.

6. The management also placed on record the details of working day of the workmen from January 2001 to December 2003. In 2003 the workman Mastan Singh worked only for 31 days. Similarly Baldev Singh worked for 31 days in the year 2003, Shamsher Singh worked for 31 days, Iqbal Singh also worked for 31 days, Dev Singh also worked for 31 days and Hardev Singh *alias* Dev Singh worked only for 31 days during the year 2003.

7. I have heard the parties and gone through the evidence and record of the case. The learned counsel for the workmen submitted that the management has not brought the complete record which were demanded nor any payment voucher were produced and attendance register also not complete. Each and every workman worked with the management continuously for the period of 1995 to December 2004 and completed more than 240 days in every calendar year. The management also after their termination retained the juniors and also employed new hands. As the management has not produced record and when the record was called, it was incumbent upon the management to produce the full record. Non-production of record caused great prejudice to the workmen as they completed more than 240 days in every calendar year. Inference must be drawn after. The management violated the mandatory provisions of Section 25F, G and H of the Industrial Disputes Act, 1947. Therefore, they are entitled to the reinstated in service with full backwages and other benefits.

8. On the other hand the learned counsel for the management submitted in arguments that Air Force perform the sovereign functions and provisions of ID Act, 1947 are not applicable on the management. On merits it is pleaded by the management that record which was available was produced and shown and detail of their working with the management was also produced as per the detail given by the management, the workman worked intermittently for

31 days during the entire year of 2003 what to say of 240 days. They have only worked for 31 days, therefore, there is no violation of ID Act, 1947. Therefore, they are not entitled for any benefit under the provisions of the ID Act, 1947.

9. Preliminary objection has been taken by the management that respondent management is engaged in carrying out the sovereign functions being a part of defence forces of India and thus not an industry, therefore, the provisions of the Industrial Disputes Act, 1947 are not applicable to the management. In this regard Section 2(j) Industrial Disputes Act 1947 provided as under:—

"Industry means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen."

10. Subsequently *vide Industrial Disputes (Amendment) Act 1982*, Section 2(j) provided as under:—

"Industry means any systematic activity carried on by co-operation between an employer and his workmen (whether such workmen are employed by such employer directly or by or through any agency, including a contractor) for the production, supply or distribution of goods or services with a view to satisfy human wants or wishes (not being wants or wishes which are merely spiritual or religious in nature), whether or not,—

- (i)
- (ii)
- (a)
- (b)

But does not include—

- (1)
- (2)
- (3)
- (4)
- (5)
- (6) **any activity of the Government relatable to the sovereign functions of the Government including all the activities carried on by the departments of the Central Government dealing with defence research, atomic energy and space; or**
- (7)
- (8)
- (9)

11. Thus it is clear from the pleadings and evidence of the parties that the respondent management is not covered

under the definition of industry as provided under Industrial Disputes (Amendment) Act 1982. Therefore, the workmen cannot invoke any provisions of Industrial Disputes Act, 1947 as the Station Commander, Air Force Station Bhissiana, Distt. Bathinda is carrying out the sovereign functions being part of defence forces of India and not an industry.

12. In view of the facts and circumstances of the cases, this Tribunal is not called for any adjudication of these six reference as there exists no industrial dispute between the parties. The applicants are not entitled for relief. The references are disposed of accordingly. Original of the award be kept in the file ID 15/2006 and copies be placed in ID No. 16/2006, 17/2006, 18/2006, 19/2006 and 20/2006. Central Govt. be informed. Soft as well hard copy be sent to the Central Govt. for publication.

Chandigarh.

26.03.2015

S.P. SINGH, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2015

का० आ० 885.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, एनटीपीसी, एसएसटीपीपी सोनभद्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय कानपूर के पंचाट (संदर्भ संख्या 126/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/04/2015 को प्राप्त हुआ था।

[सं० एल-42012/64/2013-आई आर (डीयू)]

पी० क० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th April, 2015

S.O. 885.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 126/2013) of the Central Government Industrial Tribunal-Cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the General Manager, NTPC, SSTPP, Sonebhadra and their workman, which was received by the Central Government on 23/04/2015.

[No. L-42012/64/2013-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Present: Sri Shubhendra Kumar, HJS.**Industrial Dispute No. 126 of 2013.****Between:**

Sri Raj Kumar Bholanath Meshram,
 s/o Sh. Bholanath Madhukar Meshram,
 B-332, Sector 7, Nigahi, P>O> Nigahi,
 District Singrauli, M.P.

And

The General Manager,
 NTPC,
 SSTPP, Shakti Nagar,
 SONEBHADRA (U.P.)

AWARD

- Central Govt. Mol, New Delhi *vide* notification no. L-42012/64/2013-IR(DU), Dated 12.09.2013, has referred the following dispute to this tribunal for adjudication—
- Whether the action of the management of NTPC, Shakti Nagar, Sonebhadra, UP, in terminating the services of Sri Raj Kumar Bholanath Meshram, Male Nurse from its Sngiving Hospital, Shakti Nagar, *w.e.f.* 14.06.2011 is legal and Justified? To what relief the workman is entitled to and what extent?
- At the outset it may be pointed out here that after receipt of registered notices and after availing of sufficient opportunities neither the claimant appeared before the tribunal nor filed any claim statement on his behalf, whereas management representative appeared on few occasions without filing of his authority to represent the case on behalf of the management.
- Be that as it may, a copy of an order dated 14.12.2013 and 21.07.2014, passed by the Hon'ble High Court, Allahabad was filed by the Management *vide* application dated 09.01.2014 and 23.10.2014 respectively. The above orders have been passed in Writ-C No. 66178 of 2013, filed by M/s. NTPC Ltd. Whereas *vide* previous order, the Hon'ble High Court has stayed the

proceedings of the present case but *vide* order dated 21.07.14, the reference made to this tribunal was quashed.

- This would mean that at present there is no reference before the tribunal to be answered.
- Accordingly it is held that the present file be consigned to record room and accordingly it is ordered.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2015

का०आ० 886.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, ऑर्डनेन्स फैक्ट्री, कानपूर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपूर के पंचाट (संदर्भ संख्या 23/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/04/2015 को प्राप्त हुआ था।

[सं० एल-14012/16/2010-आई आर (डीयू)]
 पी० क० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th April, 2015

S.O. 886.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 23/2011) of the Central Government Industrial Tribunal Cum Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the General Manager, Ordnance Factory, Kanpur and their workman, which was received by the Central Government on 23/04/2015.

[No. L-14012/16/2010-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Present: Sri Shubhendra Kumar, HJS.**Industrial Dispute No. 23 of 2011.****Between:**

Sri Ganesh Shanker Srivastava,
 Son of late Surya Prasad Srivastava,
 116/91, Ganesh Nagar,
 Rawatpur, Kanpur.

And

The General Manager,
Ordnance Factory,
Kalpi Road,
Kanpur.

AWARD

1. Central Government, Mol, *vide* notification no. L-14012/16/2010 IR(DU) dated 11.04.2011, has referred the following dispute for adjudication—
2. Whether the action of the management of Ordnance Factory, Kanpur and Government Ordnance Factory Inter College, Kanpur, in terminating the services of their workman Shri Ganesh Shanker Srivastava, Secutriy Guard *w.e.f.* 05.07.2009, is legal and justified? What relief the workman is entitled.
3. By means of present claim petition, the workman has assailed the legality and proprietary of dismissal order dated 05.07.09, whereby the services of the workman were dismissed by the opposite party management on numerous grounds, *viz*; that the workman was appointed at the post of Security Guard on 01.01.2005 and continued to work as such till 04.07.2009, where after his services were illegally removed by the opposite party *w.e.f.* 05.07.2009 without passing any written orders and without making any payment; that the action of the opposite party is in violation of section 25F of Industrial Disputes Act, 1947, etc., that on the aforesaid grounds he has prayed his reinstatement in the service of the opposite party with full back wages, continuity of service. On 14.10.11 opportunity to file written statement by the management was closed. The management moved application paper no. 5/1 for recalling order dated 14.10.11, but said application was dismissed by the tribunal on 19.09.12 as none was there from the side of the management to press the application and the case was fixed for evidence of workman.
4. It is pertinent to mention here that despite providing several opportunities to the workman to adduce evidence in support of his claim, neither he appeared in the tribunal nor adduced any evidence in the case.
5. Thus virtually it is a case of no evidence and under these circumstances it is held that the workman appears to be not interested to prosecute his case, therefore, there left no option but hold that the claim of the workman is liable to be rejected for want of evidence and its further held that the workman is not entitled for any relief pursuant to the present reference.

6. Reference is answered accordingly against the workman.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2015

का.आ. 887.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आल इंडिया रेडियो के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय कानपूर के पंचाट (संदर्भ संख्या 58/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/04/2015 को प्राप्त हुआ था।

[सं. एल-42012/50/2000-आई आर (डीयू)]
पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th April, 2015

S.O. 887.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 58/2000) of the Central Government Industrial Tribunal Cum Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the All India Radio and their workman, which was received by the Central Government on 23/04/2015.

[No. L-42012/50/2000-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE SRISHUBHENDRA KUMAR, HJS,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, KANPUR**

Industrial Dispute No. 58 of 2000

Smt. Renu Bhatnagar,
Through Sri V.N. Nigam,
88/530, Prem Nagar,
Kanpur-208001.

And

1. The Station Director,
All India Radio, (Prasar Bharti)
Benajhabar Road,
Kanpur-208002.

2. Director General,
All India Radio,
Akashwani Bhawan,
Parliament Street,
New Delhi-110001.

AWARD

1. Central Government, Mol, New Delhi, *vide* notification No. L-42012/50/2000/IR (DU) dated 30.06.2000, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of All India Radio, Kanpur/New Delhi, in terminating the services of Smt. Renu Bhatnagar, *w.e.f.* 15.05.93 is legal & justified? If not, to what relief the workman is entitled?
3. The case in short as set up by the claimant is that she was appointed on the post of Announcer (Junior Grade) with effect from 14.01.85 *vide* order No. 21(159) 84-SA dated 06.02.85 and 20.12.85 issued by opposite party no. 1, in the pay scale Rs. 425-750. Subsequently her contract was extended for 5 (five) more years *vide* memo No. 21 (159) 84-85 dated 12.4.90. A disciplinary action was initiated against her on the advice of the Director for her absence from duty. Enquiry officer and presenting officer were nominated and after concluding the inquiry the enquiry officer submitted his report wherein the enquiry officer recommended the termination of the contract of the petitioner. Accordingly the contract of service of the petitioner was terminated retrospectively *w.e.f.* 29.06.90 under clause 2 & 4 (iii) of the agreement *vide* order dated 15.05.93, after holding *ex parte* disciplinary proceedings on the ground absence without leave. This order was issued in partial modification of the Station's order dated 19.12.91 under which the petitioner's contract of service was terminated by AD, CBS, AIR, Kanpur, *w.e.f.* 19.12.91. It is alleged that the above exercise undertaken in the name of disciplinary action by opposite party no. 1 was highly illegal, unconstitutional, arbitrary and against the rules of natural justice. Sri Rajeev Ratna Shah, Additional Secretary to the Government of India & Disciplinary authority *vide* order no. 10.03.99-vig. Dated 31.03.04 in the case of the petitioner after considering the al aspect of the matter factual as well as legal in detail came at the conclusion that the petitioner had become Government Servant by virtue of Ministry of Information & Broadcasting circular dated 29.11.91 *i.e.* before the termination of her contract of service by the Station Director. He further concluded that the petitioner was illegally rendered jobless by the

disciplinary authority by terminating her contract of service in May 1993 by giving it retrospective effect without following due course of law. He further opined that injustice done to the petitioner can be rectified only by restoring the petitioner in service and accordingly the ends of justice will be met if the order terminating the contract of service passed by opposite party no. 1 is set aside. Accordingly the order terminating the contract of service passed in relation to the petitioner was set aside with immediate effect.

4. It is further alleged that the petitioner invoked the jurisdiction of this tribunal by raising an industrial dispute under the provisions of Industrial Disputes Act, 1947. It is said that neither copy of the reference order made by the Government of India, New Delhi, was received by the petitioner nor any notice was ever received by the petitioner from this tribunal. The petitioner approached the opposite party under RTI Act, 2005, and the opposite party *vide* letter dated 20.03.2008, informed that an award dated 05.02.2001 had been made against the petitioner by this tribunal and after receipt of information, the petitioner without causing undue delay approached this Hon'ble Tribunal for setting aside *Ex parte* Award dated 05.02.01 by filing application supported with affidavit. This Hon'ble tribunal was kind enough to set aside the *ex parte* award, *vide* order dated 09.10.09. The opposite party had regularized the entire period of absence of the petitioner *vide* order dated 08.10.04. In view of above the petitioner has become entitled for his interim salary and allowances as the petitioner has joined the service of the opposite party on 19.04.2000. The petitioner could not be deprived of her legitimate right accrued in her favour by setting aside the termination of contract of service and resumption of her duties like benefit of revision of pay scale applicable from time to time, bonus, proper fixation of her pay considering revised pay scales from time to time, seniority, and lastly arrears of pay according to rules applicable on the petitioner.
5. On the basis of above it has been prayed by the petitioner that the reference be answered in her favour and against the opposite party.
6. Opposite party No. 1 has filed reply to the claim of the petitioner wherein it is admitted by the opposite party that the contract of service of the petitioner was terminated on the recommendation of the enquiry officer. The action of the enquiry officer is wholly legal and justified. The petitioner concealed the material facts while approaching the Additional Secretary that she has filed an

application before the Assistant Labour Commissioner (Central), Kanpur, against the termination of her service and as such she has committed fraud because the correct facts of the case were not brought in the notice of the concerned authority. The petitioner obtained order from the competent authority by misrepresentation of her case before the Additional Secretary, Government of India, New Delhi. Notices were issued to the petitioner from this Tribunal at the given address of the petitioner. Opposite party has also admitted that the services of the petitioner were terminated on account of her absence from duty. The matter is pending before vigilance for inquiry. Petitioner is not entitled for any bonus as she did not work during the period for which the petitioner has claimed bonus. Various claims raised by the petitioner in her petition cannot be adjudicated as it is not the issue of the reference.

7. Lastly it is prayed by the opposite party that the claim of the petitioner is liable to be rejected.
8. Rejoinder has been filed wherein nothing new has been pleaded by the petitioner except reiterating the facts of the claim petition.
9. The petitioner vide her application dated 03.05.2010 has filed photocopies of order dated 19.12.91 passed by Asstt. Station Director, order dated 15.05.93, passed by Station Director, order dated 31.03.2000, of Additional Secretary & Disciplinary Authority, Government of India, New Delhi and Circular dated 29.11.91 of Government of India.
10. Petitioner has filed her affidavit in evidence and she was cross examined by the opposite party at length.
11. Opposite party has also filed affidavit of Sri D.S. Chauhan as evidence but he was not cross examined as none was present from the side of the workman to cross examine him therefore, opportunity was closed *vide* order dated 28.01.2013.
12. Opposite party has also filed affidavit in evidence of one Sri Karuna Shanker Dubey, who was cross examined by the representative for the workman at length.
13. Opposite party in support of their claim has not filed any documentary evidence.
14. I have heard arguments of both the sides as length and have perused the record of the case carefully.
15. Learned representative for the workman has argued that her contract of service was illegally

terminated w.e.f. 19.12.91 by Opposite party No. 1, and the Additional Secretary to the Government of India and Disciplinary Authority vide its order dated 31.03.2004, has set aside the order of opposite party No. 1, whereby the contract of service of the workman was terminated, by opining that on scrutiny of the records, it is also observed that Smt. Renu Bhatnagar had become a Government Servant by virtue of the Ministry of Information & Broadcasting's circular No. 45011/29/91-91B (A) dated 29.11.91 i.e. before that termination of her contract by the Station. Since she had become a Govt. Servant, the competent authority should have proceeded against her for alleged unauthorized absence as per the provisions of Rule 14 of CCS (CCA) Rules, 1965. Instead of doing so, the disciplinary authority appointed an I.O. in the case without serving a formal charge sheet against the delinquent official. The disciplinary authority in respect of Smt. Renu Bhatnagar is HOO of the rank of Station Director but her service was terminated initially by the ASD, CBS, AIR, Kanpur without any statutory authority. Thereafter, the Station Director, CBS, AIR, Kanpur terminated the contract of Smt. Renu Bhatnagar retrospectively from 29.06.90, vide its modified order dated 15.05.93, without following the procedure as laid down in CCS(CCA) Rules, 1965 as advised by the Directorate *vide* memo dt. 19.02.92 thereby committing a serious breach of the principles of natural justice and resulting a miscarriage of justice. He also observed that the action on the part of HOO, CBS, AIR, Kanpur violates the Constitutional provisions as enshrined in Article 311.

16. He has further argued that the enquiry officer in his report has recommended the termination of service contract of Smt. Renu Bhatnagar and the disciplinary authority acting upon the advice of enquiry officer terminated the services of Smt. Renu Bhatnagar. In continuance of his arguments the authorized representative has laid much stress on the point that under service rules, the disciplinary authority is required to apply his own mind with open eyes to the records of the case and to come at a definite opinion but according to the settled legal position the disciplinary authority is not supposed to act upon the recommendation of the enquiry officer nor the enquiry officer is obliged to express his opinion in his report as to what action is to be required in a given case like the present one, therefore, termination of the service of the workman is also illegal and cannot be sustained at all.

17. On the contrary it was argued by the authorized representative for the management that since the workman has obtained the order from the concerned authority by concealing the material fact that she had raised an industrial dispute and in that case an award against the workman was passed by the tribunal on 05.02.2001, therefore, she cannot be permitted to get any benefit of the order of the Additional Secretary to the Government of India, New Delhi, & The Disciplinary authority. I do not agree with the contention of the learned authorized representative obviously for the following reasons.

18. After giving my deep consideration to the respective arguments advanced by the learned representatives and also after going through the pleadings of the parties, I find that after the order dated 31.03.2000 of the disciplinary authority, the workman Joined the service of the opposite party on 19.04.2000, and made representations for release of her arrears of service and when nothing was done in the matter she approached the authorities concern under Right to Information Act, 2005, vide her application dated 05.02.2008, which is paper No. 13/13 to 13/17. In response to her above letter the concerned authority vide their reply dated 20.03.08, which is paper no. 13/18-19, informed the workman that following the decision dt. 05.08.2001, given by this tribunal in I.D. No. 58 of 2000, which has been passed after the order dated 31.03.2000, therefore, she is not entitled for any relief. After receipt of this information, the workman without cuasing any inordinate delay moved before Central Government Industrial Tribunal-cum-Labour Court, Kanpur, for setting aside the ex parte award dated 05.08.2000, and ultimately ex parte award dated 05.08.2000 was set aside by this tribunal vide its order dated 09.10.09.

19. Therefore, I am of the firm view that under these circumstances impediment, if any, coming in the way of the workman for claiming relief accrued to her by order dated 31.03.2000 of the Disciplinary authority where-under she was allowed to resume her duties, automatically stands eliminated and she cannot be deprived of her benefits like arrears of back wages, seniority and all other consequential benefits regulated by rules governing the service condition.

20. Learned representative for the opposite part has not given any specific reply to the point raised by the Auth. Representative for the workman that after she became a government employee, her services could not have been dispensed by an authority lower in rank and subsequently by further order passed by disciplinary authority giving retrospective effect. Therefore, I find force in the contention of the workman that previous orders suffers from serious illegality and on this count also order of Station Director, CBS, AIR, Kanpur, has outlived its legal effect.

21. Therefore, considering the facts and circumstances of the case, it is concluded that at any rate action of the management of All India Radio, Kanpur/New Delhi in terminating the service Smt. Renu Bhatnagar with effect from 15.05.1993, is neither legal nor justified and is also liable to be set aside at the hands of the tribunal and is hereby set aside.

22. As now the order by which workman was removed from service stands nowhere, the workman is held entitled for arrears of entire wages with effect from 15.05.93 till the date of her joining the service, she is also held entitled for seniority and all consequential benefits on the premises as if she was never terminated from the service of the opposite party.

23. Accordingly reference is answered in favour of the workman and against the management of All India Radio, Kanpur/New Delhi.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2015

का०आ० 888.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण के केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 42/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/04/2015 को प्राप्त हुआ था।

[सं. एल-40012/09/2008-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th April, 2015

S.O. 888.—in pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 42/2008) of the Central Government Industrial Tribunal-Cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of

the Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 23/04/2015.

[No. L-40012/09/2008-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE SRI SHUBHENDRA KUMAR, HJS,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, KANPUR.**

Industrial Dispute No. 42 of 2008

Between:

Sri Ashok Kumar son of Garib Ram, resident of village Sambalpur, Jaunpur District, U.P.

And

The Divisional Engineer,
Bharat Sanchar Nigam Limited,
Office of Doorsanchar Zila Prabandhak,
Jaunpur District U.P.

AWARD:

1. Central Government, MoL, New Delhi, *vide* notification no. L-40012/09/2008-IR(DU), dated 05.06.08, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of Divisional Engineer, BSNL, Doorsanchar Zila Prabandhak, Jaunpur, Sub Divisional Divisional Engineer, Jaunpur in terminating the services of their workman Sri Ashok Kumar *w.e.f.* 30.12.06, is legal and justified? If not, to what relief the workman is entitled to?
3. At the very outset it may be pointed out here that the claimant appears to have misdirected himself in drafting the claim petition in as much as the reference is with regard to the termination of workman's service whereas the workman is claiming the relief of regular pay and regularization of his service in the department of the opposite party. So far question of regular pay and regularization of service of the workman is concerned this cannot be examined in the light of specific provision of sub-section (4) of Section 10 of Industrial Disputes Act, 1947, as the tribunal has to confine itself only within the parameter of reference order while recording its findings.
4. Be that as it may, the case of the workman in short is that he was engaged by the opposite party on 01.05.2000, as a helper of Suraksha Karamchari and continued to work as such till the end of December 2006. He was being paid wages at the rate of Rs. 2550/- which duly entitled the claimant to be regularized in the service of the opposite party. The opposite party when stopped making payment of his wages from January 2003, he submitted several representation before the authorities of the opposite party and when nothing fruitful came out in the matter he approached the Hon'ble High Court, Allahabad, by filling writ petition no. 33384 of 04 which was disposed of with the direction that the opposite party should decide the representation of the claimant. Pursuant to the order of the Hon'ble High Court, the representation of the claimant was decided by the authorities of the opposite party alleging that no person by the name of the applicant was ever engaged by them in the service of the opposite party and thereby the representation of the applicant was rejected by the opposite party. Being aggrieved by the impugned order of the opposite party the claimant once again approached the Hon'ble High Court, Allahabad for regularization of his service and payment of his salary, but the same was rejected by the Hon'ble High Court, on the ground of availability of alternative remedy. It is claimed by the applicant that he is seeking the relief of enforcement of his right accrued in his favour under section 25-B of Industrial Disputes Act, 1947.
5. It is very interesting to note here that in the entire claim petition the applicant has not; whispered even a single word with regard to termination of his service nor sought any relief of reinstatement on the ground that the termination of his service with effect from 31.12.2006 is neither legal nor justified.
6. Based on the above pleadings, the claimant has sought straightway the relief of regularization of his service under the opposite party with payment of wages.
7. From the pleadings of the claimant it appears that they are contrary to schedule of reference order.
8. In the instant case the opportunity of the management for filling the written statement was closed by order dated 29.10.09, as the management after availing several opportunities did not file their written reply. Even by order dated 11.01.11, opportunity to adduce evidence was also closed. Order dated 11.01.11, was recalled by the tribunal, *vide* order dated 07.08.2012, on the application of the workman and the workman adduced his evidence. Application of the management for recalling order dated 04.04.2013, was also rejected *vide* order dated 29.07.2013. The

management was also debarred from cross examining the workman *vide* order dated 20.07.2013. In this way in the present case neither there is written statement of the opposite party, nor opposite party has cross examined the workman nor has adduced any evidence.

9. The workman along with his claim statement has filed photocopies of certain documents alleging to be the attendance register to show that he had worked for 240 days continuously with the management within the meaning of section 25B of the Act.

10. I have heard the arguments of the parties at length and have also gone through the record of the case carefully.

11. As already pointed out above that the pleading of the workman is contrary to the schedule of reference order which in itself is sufficient ground to reject the claim of the workman. Even otherwise according to the settled legal position courts or tribunal cannot discharge the obligation of the administration either to create a post in any establishment or to regularize the services of its employee because the tribunal is oblivious of the fact that industrial forum cannot be used as a source for generating employment dehorning the recruitment rules applicable in the industrial establishments.

12. The representative for the workman has addressed the tribunal on the point that he is enforcing the right accrued to the workman under section 25-B, which entitles him to be regularized in the service of the establishment as he had worked more than 240 days in each calendar year from the date of his initial engagement till the date of termination *i.e.* 31.12.2006. He further argued that along with his claim statement he has filed attendance register of the workman running into from page 14 to 84 and certain photocopies of his representation given by him to the authorities of the opposite party after termination of his service.

13. On the contrary it has been argued by the authorized representative for the opposite party that they had never engaged the workman in any capacity and that the workman had never received any wages from the exchequer of the department and that there never existed any relationship of employer and employee between the opposite party and the workman. It is also argued that the workman is taking divergent stand in his pleadings in as much as it has been pleaded by him that he discharged his continuous service as a Helper or Suraksha Karamchari and on the other hand he had pleaded that he was being paid his consolidated pay scale of Rs. 2550/- per month.

14. With a view to examine the fact as to whether the workman at any point of time had worked for 240 days before 12 calendar months within the meaning of section 25-B of the Act, as claimed by him.

15. In this regard my attention was drawn to the alleged attendance register. I have examined the said register filed along with claim statement and I find that it cannot be termed to be the attendance register for the reason that in that register only the name of the workman appears and at some place along with the signature of the workman, signature of the contractor also appeared, therefore, I fail to be in agreement with the contention of the workman that he was engaged by the opposite party and that he had completed continuous service under the management within the meaning of section 25-B of the Act, because it can hardly be believed that if it was an attendance register of the department, it should have been in proper form and should have also included the names of other employees of the opposite party. The register is in the shape of photocopy and if the said register is of the opposite party the workman should have summoned the original of the said register from the management.

16. Therefore, arguments on this point addressed by the workman does not inspire confidence to hold that it is an attendance register and that the workman had completed continuous service within the meaning of section 25-B of the Act. To my opinion for the reasons discussed above, the attendance register appears to be a private register prepared by the workman himself for the purpose of the case. As such no reliance can be placed on the said register.

17. Accordingly it is held that the workman had never been in continuous service of the opposite party within the meaning of section 25-B of the Act.

18. The workman though examined himself as w.w.1 in support of his claim and stated that he was getting Rs. 2550/- as wages from the management. This fact has also been pleaded by the workman in his pleadings, but he has not filed any documentary evidence to support the claim that he was paid wages by the management at any point of time. Oral evidence of the workman in the absence of the documentary evidence is of no value and the same cannot be relied upon.

19. Therefore, it is held that the workman was never paid any wages from the opposite party at any point of time. From the records as well as from the own pleadings of the workman it is quite evident that he might have discharged his service as helper or Suraksha Karamchari under some contractor engaged by the opposite party for the security of the establishment of the opposite party, but at any rate it cannot be said that he was engaged by the opposite party at any point of time during the period 2000 to 2006.
20. Workman has filed a few photocopies of certain documents which are paper no. 2/11-28, but these papers are not proved by the workman at the time of his evidence as W.W.1.
21. Ld. Representative for the management contended that most of these papers are countersigned by the contractor and it is urged that for the security of department services are given by the contractor on contract basis and the workman alleging to be a suraksha karamchari may be a person engaged by the contractor and not of the department. The contention of the representative for the management is found to be acceptable as most of the documents filed by the workman are countersigned by the contractor.
22. It has further been argued by the representative for the workman that the opposite party stopped making payment of his wages with effect from Jan. 2006, still he continued to work till the last of December 2006. It is very surprising that a person can work about four years without salary. Therefore, this argument of the workman appears to be based on conjectures and surmises, therefore, lacks merit, hence cannot be accepted.
23. For the reasons discussed above, it is held that the workman never remained in the employment of the opposite party, it is also held that he never received any wages from the opposite party and further it is held that he had never completed continuous service within the meaning of section 25-B of the Industrial Disputes Act, 1947.
24. Accordingly reference is answered against the workman holding that the workman is not entitled for any relief as claimed by him in his claim petition.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2015

का० आ० 889.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 40/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/04/2015 को प्राप्त हुआ था।

[सं० एल-40011/05/2014-आईआर(डीयू)]
पी० कॉ० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th April, 2015

S.O. 889.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 40/2014) of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited and their workmen, which was received by the Central Government on 23/04/2015.

[No. L-40011/05/2014-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Friday, the 17th April, 2015

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 40/2014

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and their workman)

BETWEEN

The District Secretary	: 1st Party/Petitioner
Tamil Manila Telecom Contract	Union
Labour Union	
B-7, Telecom Employees	
Quarters, Andhiyur	
Chennai - 638501	

AND

1. The General Manager, : 2nd Party/1st
BSNL, Gandhi Road
Respondent
Erode - 638001
2. The Chief General : 2nd Party/2nd
Manager, Respondent
Bharat Sanchar Nigam Ltd.
Tamil Nadu Circle 80, Anna Salai
Chennai.

Appearance :

For the 1st Party/ : Sri G. Thangavel,
Petitioner Union Advocate

For the 2nd Party/1st and : Sri P. Srinivasan,
2nd Management : Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/05/2014-IR (DU) dated 03.04.2014 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of BSNL, Erode regarding non-regularizing the services of Sri P. Varadaraj, Casual Labour is justified or not? If not, to what relief the workman is entitled to?"

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 40/2014 and issued notices to both sides. Both sides have entered appearance through their counsel and have filed their claim and counter statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these :

Varadaraj whom the the petitioner union is representing is working as Common Labourer in the Respondent establishment from the year 1977. He has been continuing the service as Break Mazdoor without any interruption. He has been assigned the work of Break Mazdoor in the insulation wing under the control of Sub-Divisional Engineer. He had served in all the places where the Sub-Divisional Engineer works. At the begining Varadaraj was paid @ Rs. 6/- per day and lastly @ Rs. 150/- per day. Varadaraj having been in continuous employment for more than 480 days within 24 months of two calendar years he is to be deemed as a permanent employee under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act, 1981. But the Respondents have not regularized Varadaraj as a permanent worker. Varadaraj has given representation to regularize his service, but no action has been taken on the same. The dispute is raised accordingly. An order may be passed granting permanent status by way of regularization

to Varadaraj with continuity of service and other monetary benefits.

4. The Respondents have filed Counter Statement contending as below :

The averments in the Claim Statement are denied. Varadaraj was not recruited by the Department of Telecommunications as an employee. The petitioner has not submitted any recruitment order. Even as per the documents produced by the petitioner Varadaraj was engaged as Casual Mazdoor on daily wages and had worked intermittently in the years 1977, 1978, 1979 and 1982. The BSNL has not employed anybody directly as labourer and therefore there was no question of keeping records. It is incorrect to state that Varadaraj was working as Break Mazdoor. Varadaraj was not eligible for regularization as per the scheme of 1989 as he was not available on the rolls of the department during that period. The request of Varadaraj for regularization has not been considered as he is not eligible for the same. BSNL has issued circular stating that for redressal of grievances of contract labourers their immediate employer is the appropriate authority and not BSNL. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and documents marked as Ext. W1 to Ext. W10.

6. The points for consideration are :

- (i) Whether Varadaraj, the workman concerned is entitled to regularization as claimed?
- (ii) What if any is the relief to which Varadaraj is entitled?

The Points

7. The Petitioner Union has raised the dispute on behalf of Varadaraj who is said to have been working as labourer in the BSNL. It is the claim of the petitioner that Varadaraj had been working for BSNL from 1977 onwards, that he has been working as Break Mazdoor in the insulation wing of BSNL and he is entitled to regularization. The petitioner has referred to Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act and has claimed that Varadaraj is entitled to regularization based on the provisions of this Act.

8. Varadaraj the concerned workman had given evidence as WW1 to substantiate his case. He has submitted Proof Affidavit in lieu of Chief Examination in which he has reiterated his case in the Claim Statement. He has stated during his cross-examination that he has not produced any document showing payment of wages to him. He again stated that he had worked on daily basis. He also admitted that there was a scheme for regularization introduced by BSNL in respect of temporary mazdoors, but he was not given employment under the Scheme. He has claimed during

his re-examination that he was working with the Respondents continuously from 1991 to 2014.

9. Out of the documents produced by the petitioner in support of the case only Ext.W1 is of some relevance. Other documents are copies of the proceedings before the Assistant Labour Commissioner and some of the documents. Ext.W1 is described as document showing the details of the work of the concerned workman for the period from 1977 to 2009. Though Ext.W1 is produced as a single document it contains a set of documents which are different from each other. Ext.W1 has not explained the relevancy of these documents and how these are of help to him. The first three pages of the document contain the name of the witness and shows some period, number of days worked, etc. However, there is nothing to show that these were issued by the Respondents. The witness has admitted during his cross-examination that these pages do not contain the signature of any officials of BSNL. The remaining part of Ext.W1 contains several papers, the relevancy of which are not explained. Page-46 of the document which is described as details of Break Mazdoor gives the name Varadaraj at S. No. 20. The period referred to is 15.12.1977 to 31.12.2001. It contains the signature of a Divisional Engineer also. But this will not show for how many days the workman had worked in each calendar year. Pages-47 to 55 seem to be permissions given to Varadaraj on various days for carrying certain articles on different dates in the years 2005 to 2007. Even this will not show if the concerned worker has been working continuously. There is one Conduct Certificate (Page 57) showing that the concerned workman was engaged as contract labour. The available documents and evidence are not sufficient to substantiate the case of the petitioner. There is nothing to show that the concerned workman is entitled to the relief claimed.

In view of the discussion above, the reference is answered against the petitioner. An award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 17th April, 2015)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : WW1, Sri P. Varadaraj

For the 2nd Party/1st and 2nd Management : None

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
Ex.W1	15.12.1977 to 19.09.2009	Work period for the 1st Party details with break Mazdoor vide S.No. 10 dated 28.04.1983 as per enclosure.
Ex.W2	-	Counter Statement filed by the Respondents
Ex.W3	-	Petition filed by the 1st Party before Assistant Commissioner of Labour alongwith rejoinder
Ex.W4	-	Counter filed by the Respondent
Ex.W5	24.11.2000	Proceeding of Sub-Divisional Officer final order for reinstatement in service of casual labourers as per enclosure
Ex.W6	21.05.2003	Proceeding of General Manager
Ex.W7	02.09.2009	Proceeding of the Assistant Labour Commissioner, Chennai
Ex.W8	01.08.2011	Proceeding of the Assistant General Manager of BSNL, Erode
Ex.W9	13.08.2012	Proceeding of the Assistant Labour Commissioner
Ex.W10	21.03.2014	Proceedings of the Assistant Labour Commissioner submitting the report no. 8/118/2011-B-3 dated 21.03.2014

On the Management's side :

Ex.No. Date Description

Nil

नई दिल्ली, 28 अप्रैल, 2015

का०आ० 890.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार लॉइफ इन्शुरेन्स कॉरपोरेशन ऑफ इंडिया एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, गोदावरिखानि के पंचाट (संदर्भ संख्या 9/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/04/2015 को प्राप्त हुआ था।

[सं.एल-17025/1/2015-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2015

S.O. 890.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. I.D.No. 9/2013) of the Industrial Tribunal/Labour Court, Godavarikhani now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workman, which was received by the Central Government on 20/04/2015.

[No. L-17025/1/2015-IR(M)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

Present : SRI G.V. KRISHNAIAH,
Chairman-cum-Presiding Officer

INDUSTRIAL DISPUTE NO. 9 OF 2013

Monday, the 21st day of July, 2014

Between :

Md. Israth Ali, S/o Md. Jani Miya, Aged 23 years,
Occ.: Sub-staff in LIC, R/o. H.No. 3-1-190,
Weekly Bazar, Metpalli,
V/o. Metpalli (M), Karimnagar District
... Petitioner

And

1. The Branch Manager, Life Insurance Corporation of India, Metpalli.
2. The Divisional Manager, Life Insurance Corporation of India, near Tower Circle, Karimnagar.
3. The Zonal Manager, Life Insurance Corporation of India, South Central Zone, Zonal Office, Secretariat Road, Saifabad, Hyderabad.
4. The Chairman, Central Office, Life Insurance Corporation of India, Yogashkema Jeevan Bharathi, Post Box No. 19953, Bombay.

... Respondents

This Industrial Dispute petition coming on before me for final hearing in the presence of Sri S. Bhagavantha Rao & Smt. S.V. Ramadev, Advocates, for the petitioner and Sri J. Sriramulu, Advocate, for the respondents, and the matter having stood over before me for consideration till this date, the Court passed the following :—

AWARD

Petitioner (WW-1) absent. Petition dismissed.

Pronounced by me in the open court on this, the 21st day of July, 2014.

G. V. KRISHNAIAH, Chairman-cum-Presiding Officer

नई दिल्ली, 28 अप्रैल, 2015

का.आ. 891.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आदित्य सिमेन्ट वर्क्स एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 72/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/4/2015 को प्राप्त हुआ था।

[सं. एल-29012/20/2005-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2015

S.O.891.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D. No. 72/2005) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Aditya Cement Works and their workman, which was received by the Central Government on 20/4/2015.

[No. L-29012/20/2005-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

BHARAT PANDEY, Presiding Officer

I.D. 72/2005

Reference No. L-29012/20/2015-IR (M) dated:15.7.2005

Sh. Yaqub Khan
C/o Secy., B.M.S. Chittorgarh
Th. Shri Baldev Maud
S/o Sh. Amba Shankar Maud
R/o Saigya, PO Similiya
Chittorgarh-312025.

V/s
 The Executive President
 M/s. Aditya Cement Works
 Adityapuram
 Sawa-Shambhupura
 Distt. Chittorgarh, Rajasthan,
 Chittorgarh

AWARD

31.3.2015

1. The Central Government in exercise of the powers conferred under clause (d) of Sub-Section 1 & 2 (A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:—

"Whether the contention of the Union that the workman had worked with the management of Aditya Cement Works for a period more than 240 days prior to his termination from service is correct? If so, whether the action of the management in terminating the services of the workman justified? If not, to what relief the workman is entitled?"

2. The statement of claim has been signed by applicant Sh. Yaqub Khan & presented through Shri Baldev Maud, Secretary to B.M.S., Chittorgarh. Reply to the statement of claim has been filed by opposite party on 17.2.2006. Facts alleged in pleadings of both the parties is not necessary to be mentioned here in view of the fact that an application has been moved by Sh. Yaqub Khan on 23.3.2015 seeking permission from tribunal to withdraw his case. According to the brief facts alleged in the application for withdrawal of the case applicant has contended that he had submitted his statement of claim through Secretary, B.M.S., Chittorgarh but facts alleged in the statement of claim are wrong & opposite party has been pleaded wrongly in the statement of claim because he was never appointed in Aditya Cement Works directly. He has also alleged that he was in employment of the Thekedar, M/s Krishna Trading Company, as a workman of Thekedar. It has also been alleged that due to internal dispute between M/s Krishna Trading Company & the workman he had left the employment of the Thekedar on his own accord but raised an industrial dispute wrongly against the Aditya Cement after framing an industrial dispute against the opposite party. He has also alleged that now a settlement has been arrived between Thekedar & himself hence, he does not want to further participate in the proceedings of this case as there has remained no dispute, hence, it has been prayed that permission may be granted to withdraw the case against the opposite party.

3. As the above mentioned application dated 23.3.2015 submitted by applicant workman Sh. Yaqub Khan was unilateral, hence, case was fixed for disposal according to

law in Lok-Adalat on 31.3.2015 with direction that all parties are to appear in Lok-Adalat on 31.3.2015.

4. On 23.3.2015 case was fixed for cross-examination of Sh. Bhuralal Sharma, Assistant Manageer, witness for the opposite party by applicant side when application for withdrawing the case was filed by Sh. Yaqub Khan. On 31.3.2015 an application in form of compromise was filed in Lok-Adalat to withdraw the case signed by Sh. Yaqub Khan & Secretary to B.M.S., Chittorgarh, Sh. Baldev Maud on behalf of applicant & by Shri Kamlesh Menaria, Law Officer, on behalf of opposite party. The opposite party has been identified by their learned advocate, Shri R.S. Chauhan. Application for withdrawal in form of compromise filed by both the parties reads as under:—

सेवा में,

श्रीमान न्यायाधीश महोदय,

Annexure-I

केन्द्रीय औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, जयपुर (राज.)

प्रकरण संख्या 72/2005

श्री याकुब खान बनाम कार्यकारी अध्यक्ष, आदित्य सीमेन्ट वर्क्स, आदित्यपुरम

प्रार्थना पत्र वास्ते विड़ा करने का प्रकरण

महोदय जी,

उपरोक्त प्रकरण में दोनों पक्षकारान की ओर से माननीय न्यायालय आपसे निवेदन निम्न अनुसार है:—

1. यह है कि प्रार्थी ने उपरोक्त अनवान का प्रकरण जरिये सचिव, भारतीय मजदूर संघ, शाखा चित्तौड़गढ़ माननीय न्यायालय आप में प्रस्तुत किया है जिसमें विपक्षी के रूप में कार्यकारी अध्यक्ष, आदित्य सीमेन्ट वर्क्स, आदित्यपुरम को पक्षकार बनाया गया है। इस प्रकरण में प्रार्थी द्वारा अपने आपको विपक्षी संस्थान मैसर्स आदित्य सीमेन्ट वर्क्स का कर्मकार होना अंकित किया है जो सत्य नहीं है क्योंकि प्रार्थी द्वारा मैसर्स आदित्य सीमेन्ट वर्क्स के नियोजन में कार्य नहीं कर ठेकेदार मैसर्स कृष्णा ट्रेडिंग कम्पनी के जरिये बतौर ठेका श्रमिक कार्य किया गया था।

2. यह है कि प्रार्थी एवं प्रार्थी के नियोजक मैसर्स श्री कृष्णा ट्रेडिंग कम्पनी के बीच स्वेच्छा से आपसी राजीनामा हो चुका है तथा अब प्रार्थी के एवं प्रार्थी के नियोजक मैसर्स श्री कृष्णा ट्रेडिंग कम्पनी के मध्य किसी भी तरह का कोई विवाद शेष नहीं रहा है। इसी आधार पर प्रार्थी एवं विपक्षी संस्थान मैसर्स आदित्य सीमेन्ट वर्क्स के मध्य भी अब किसी भी तरह का कोई विवाद प्रार्थी के नियोजन के संदर्भ में नहीं रहा है। प्रार्थी ने मैसर्स श्री कृष्णा ट्रेडिंग कम्पनी से अपनी सम्पूर्ण बकाया राशि प्राप्त कर ली है।

3. यह है कि प्रार्थी द्वारा मैसर्स श्री कृष्णा ट्रेडिंग कम्पनी से पूर्ण एवं अंतिम भुगतान प्राप्ति की रसीद की प्रतियां इस प्रार्थना पत्र के साथ संलग्न हैं।
4. यह है कि दोनों पक्षकारान की ओर से यह राजीनामा लोक अदालत की भावना से प्रेरित होकर बिना किसी दबाव के आप न्यायालय के समक्ष प्रस्तुत है। दोनों पक्षकारान की ओर से इस आपसी राजीनामा बाबत कोई विवाद नहीं होने— को अप माननीय न्यायालय द्वारा स्वीकार किये जाने का नम्र निवेदन है।

हस्ताक्षर अपठनीय

हस्ताक्षर अपठनीय

अतः निवेदन है कि दोनों पक्षकारान की ओर से प्रस्तुत यह संयुक्त प्रार्थना पत्र स्वीकार फरमाया जाकर पक्षकारान के मध्य कोई विवाद शेष नहीं रह जाने के आधार पर हस्तगत प्रकरण को विड़ा किए जाने की अनुमति प्रदान करावे एवं इसी आधार पर प्रकरण को इसी स्टेज पर निस्तारित कर समाप्त किये जाने बाबत् उचित आदेश प्रदान करावे।

स्थान: जयपुर

दिनांक: 31.3.2015

हस्ताक्षर अपठनीय

हस्ताक्षर

प्रार्थी/अधिवक्ता/प्रतिनिधि

हस्ताक्षर अपठनीय

हस्ताक्षर विपक्षी/अधिवक्ता/प्रतिनिधि

मै अल्ट्राटेक सीमेन्ट लिमिटेड

इकाई मैसर्स आदित्य सीमेन्ट वर्क्स, आदित्यपुरम

दिनांक: 31.3.2015

रसीद

मैं याकुब खान पिता श्री अकबर खान निवासी गांव-पोस्ट-सावा, तह. व जिला- चित्तौड़गढ़, (राज.) ने स्वेच्छा से त्यागपत्र देकर आज दिनांक 31.3.2015 को पूर्ण एवं अंतिम चुकता भुगतान (Full & Final Settlement) के रूप में भारतीय स्टेट बैंक, शाखा आदित्यपुरम (राजस्थान) का चैक संख्या 172972 दिनांक 31.3.2015 रुपया 2,51,000/- (अक्षरे दो लाख इक्यावन हजार रुपये मात्र) प्राप्त कर यह रसीद लिख दी है। इस भुगतान के पश्चात् मेरा मैसर्स श्री कृष्णा ट्रेडिंग कम्पनी एवं बतौर मुख्य नियोक्ता— मैसर्स अल्ट्राटेक सीमेन्ट लिमिटेड इकाई— आदित्य सीमेन्ट वर्क्स से रोजगार अन्य किसी भी प्रकार की बकाया राशि या भुगतान लेना शेष नहीं रह गया है। उक्त धनराशि में मेरे द्वारा अंजित एवं सभी विधिक देय राशि जिसमें ग्रेच्युटी, लीब एनकेशमेंट एवं अन्य लाभ परिलाभ सम्मिलित है। उक्त धनराशि के प्राप्ति के साथ ही मेरा मैसर्स श्री कृष्णा ट्रेडिंग कम्पनी एवं मुख्य नियोक्ता के साथ कोई भी वाद, विवाद एवं क्लेम शेष नहीं रहता है। इस रसीद के साथ-साथ मेरे द्वारा आज माननीय न्यायालय, औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय (केन्द्रीय), जयपुर में लम्बित प्रकरण विड़ा कर लिया गया है तथा इस

रसीद से यह प्रकरण एवं अन्य कोई विवाद जो मेरे द्वारा संस्थापित किये गये हैं, स्वतः ही समाप्त समझे जाएंगे। यह रसीद मैंने स्वेच्छा से पूर्ण होशो-हवास में लिख दी है जो वक्त जरूरत में काम आवें।

दिनांक: 31.3.2015

हस्ताक्षर

हस्ताक्षर अपठनीय

(याकुब खान)

5. Following order was passed on the withdrawal application:

31.3.2015

LOK-ADALAT

Case presented in Lok-Adalat today. Workman Shri Yaqub Khan, Assistant Operator, present alongwith Secretary, B.M.S., Chittorgarh, Shri Baldev Maud. On record workman has been represented by Shri Baldev Maud. Shri Rajendra Singh Chauhan, Advocate, learned counsel for opposite party present with Shri Kamlesh Menaria, Law Officer, for the opposite party M/s Aditya Cement Works, Adityapuram, Sawa-Shambhupura, Distt. Chittorgarh.

A compromise has been filed today by & on behalf of both the parties wherein it has been alleged that inspired by the spirit by the Lok-Adalat parties have filed the compromise before the Tribunal & consequent upon filing of the compromise there remains no dispute between the parties for adjudication before the Tribunal. It has been prayed that joint application filed by the parties in form of compromise be accepted & permission granted to withdraw the case on basis of No Dispute between the parties.

I have gone through the compromise & perused the record. The terms of compromise has been read over & explained to the parties in simple Hindi language of the parties which they are capable of understanding well. The compromise appears to be voluntary & without any undue influence. A cheque amounting to Rs. Two Lakhs Fifty One Thousand Only (Rs. 2,51,000/-) has been handed over by opposite party to the applicant before the Tribunal.

Accordingly, the case is disposed in terms of compromise. Application in form of compromise filed by the parties is allowed & petition of the applicant Shri Yaqub Khan is dismissed as withdrawn. Compromise paper Annex-1 in three pages alongwith photocopy of the cheque shall form part of Award.

6. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2015

का०आ० 892.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आदित्य सिमेन्ट वर्क्स एवं अन्य के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 71/2005) को प्रकाशित करती है, तो केन्द्रीय सरकार को 20/4/2015 को प्राप्त हुआ था।

[सं० एल-29012/21/2005-आई आर (एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2015

S.O. 892.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D. No. 71/2005) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Aditya Cement Works and their workman, which was received by the Central Government on 20/4/2015.

[No. L-29012/21/2005-IR(M)]
JOHAN TOPNO, Under Secy.

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, JAIPUR**
BHARAT PANDEY, Presiding Officer

I.D. 71/2005

Reference No. L-29012/21/2005-IR(M) dated: 15-7-2005

Sh. Devi Singh
C/o Secy., B.M.S. Chittorgarh
Th. Shri Baldev Maud
S/o Sh. Amba Shankar Maud
R/o Saigva, PO Similiya
Chittorgarh-312025.

V/s

The Executive President
M/s Aditya Cement Works
Adityapuram
Sawa-Shambhupura
Distt. Chittorgarh, Rajasthan,
Chittorgarh.

AWARD

31.3.2015

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2 (A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:

“Whether the contention of the Union that the workman had worked with the management of Aditya Cement Works for a period more than 240 days prior to his termination from service is correct? If so, whether the action of the management in terminating the services of the workman justified? if not, to what relief the workman is entitled?

2. The statement of claim has been signed by applicant Sh. Devi Singh & presented through Sh. Baldev Maud, Secretary to B.M.S. Chittorgarh. Reply to the statement of claim has been filed by opposite party on 17.02.2006. Facts alleged in pleadings of both the parties is not necessary to be mentioned here in view of the fact that an application has been moved by Sh. Devi Singh on 23.03.2015 seeking permission from tribunal to withdraw his case. According to the brief facts alleged in the application for withdrawal of the case applicant has contended that he had submitted his statement of claim through Secretary, B.M.S., Chittorgarh but facts alleged in the statement of claim are wrong & opposite party has been pleaded wrongly in the statement of claim because he was never appointed in Aditya Cement Works directly. He has also alleged that he was in employment of the Thekedar, M/s. Krishna Trading Company, as a workman of Thekedar. It has also been alleged that due to internal dispute between M/s. Krishna Trading Company & the workman he had left the employment of the Thekedar on his own accord but raised an industrial dispute wrongly against the Aditya Cement after framing an industrial dispute against the opposite party. He has also alleged that now a settlement has been arrived between Thekedar & himself hence, he does not want to further participate in the proceedings of this case as there has remained no dispute hence, it has prayed that permission may be granted to withdraw the case against the opposite party.

3. As the above mentioned application dated 23.03.2015 submitted by applicant workman Sh. Devi Singh was unilateral, hence, case was fixed for disposal according to law in Lok Adalat on 31.03.2015 with direction that all parties are to appear in Lok-Adalat on 31.3.2015.

4. On 23.3.2015 case was fixed for cross-examination of Sh. Bhuralal Sharma, Assistant Manager, witness for the opposite party by applicant side when application for withdrawing the case was filed by Sh. Devi Singh. On 31.3.2015 an application in form of compromise was filed in Lok-Adalat to withdraw the case signed by Sh. Devi Singh

& Secretary to B.M.S., Chittorgarh, Sh. Baldev Maud on behalf of applicant & by Sh. Kamlesh Menaria, Law Officer, on behalf of opposite party. The opposite party has been identified by their learned advocate, Sh. R.S. Chauhan. Application for withdrawal in form of compromise filed by both the parties reads as under:

सेवा में,
श्रीमान न्यायाधीश महोदय,

Annexure-I

केन्द्रीय औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, जयपुर (राज०)

प्रकरण संख्या 71/2005

देवी सिंह बनाम कार्यकारी अध्यक्ष, आदित्य सीमेन्ट
वर्क्स आदित्यपुरम

प्रार्थना पत्र वास्ते विड्रा करने का प्रकरण

महोदयजी,

उपरोक्त प्रकरण में दोनों पक्षकारान की ओर से माननीय न्यायालय आपसे निवेदन निम्न अनुसार है:

1. यह है कि प्रार्थी ने उपरोक्त अनवान का प्रकरण जरिये सचिव, भारतीय मजदूर, संघ, शाखा चित्तौड़गढ़ माननीय न्यायालय आप में प्रस्तुत किया है जिसमें विपक्षी के रूप में कार्यकारी अध्यक्ष, आदित्य सीमेन्ट वर्क्स, आदित्यपुरम को पक्षकार बनाया गया है। इस प्रकरण में प्रार्थी द्वारा अपने आपको विपक्षी संस्थान मैसर्स आदित्य सीमेन्ट वर्क्स का कर्मकार होना अंकित किया है जो सत्य नहीं है क्योंकि प्रार्थी द्वारा मैसर्स आदित्य सीमेन्ट वर्क्स के नियोजन में कार्य नहीं कर ठेकेदार मैसर्स श्री कृष्णा ट्रेडिंग कंपनी के जरिये बतौर ठेका श्रमिक कार्य किया गया था।
2. यह है कि प्रार्थी एवं प्रार्थी के नियोजक मैसर्स श्री कृष्णा ट्रेडिंग कंपनी के बीच स्वेच्छा से आपसी राजीनामा हो चुका है तथा अब प्रार्थी के एवं प्रार्थी के नियोजक मैसर्स श्री कृष्णा ट्रेडिंग कंपनी के मध्य किसी भी तरह का कोई विवाद शेष नहीं रहा है। इसी आधार पर प्रार्थी एवं विपक्षी संस्थान मैसर्स आदित्य सीमेन्ट वर्क्स के मध्य भी अब किसी भी तरह का कोई विवाद प्रार्थी के नियोजन के संन्दर्भ में नहीं रहा है। प्रार्थी ने मैसर्स श्री कृष्णा ट्रेडिंग कंपनी से अपनी संपूर्ण बकाया राशि प्राप्त कर ली है।
3. यह है कि प्रार्थी द्वारा मैसर्स श्री कृष्णा ट्रेडिंग कंपनी से पूर्ण एवं अंतिम भुगतान प्राप्ति की रसीद की प्रतियां इस प्रार्थना पत्र के साथ संलग्न हैं।
4. यह है कि दोनों पक्षकारान की ओर से यह राजीनामा लोक अदालत की भावना से प्रेरित होकर बिना किसी दबाव के आप न्यायालय के समक्ष प्रस्तुत है। दोनों पक्षकारान की ओर से इस आपसी राजीनामा बाबत कोई विवाद नहीं होने – को

आप माननीय न्यायालय द्वारा स्वीकार किये जाने का नम्र निवेदन है।

हस्ताक्षर पठनीय

हस्ताक्षर अपठनीय

अतः निवेदन है कि दोनों पक्षकारान की ओर से प्रस्तुत यह संयुक्त प्रार्थना पत्र स्वीकार फरमाया जाकर पक्षकारान के मध्य कोई विवाद शेष नहीं रह जाने के आधार पर हस्तगत् प्रकरण को विड्रा किये जाने की अनुमति प्रदान करावे एवं इसी आधार पर प्रकरण को इसी स्टेज पर निस्तारित कर समाप्त किये जाने बाबत् उचित आदेश प्रदान करावे।

स्थान : जयपुर

दिनांक 31.03.2015

हस्ताक्षर पठनीय

हस्ताक्षर

प्रार्थी/अधिवक्ता/प्रतिनिधि

हस्ताक्षर अपठनीय

हस्ताक्षर विपक्षी/अधिवक्ता/प्रतिनिधि

मैं अल्ट्राटेक सीमेन्ट लिमिटेड

इकाई आदित्य सीमेन्ट वर्क्स, आदित्यपुरम

दिनांक: 31.03.2015

रसीद

मैं देवी सिंह पिता श्री सोहन सिंह निवासी गॉव-रेल का अमराना, तह, व जिला-चित्तौड़गढ़, (राज०) ने स्वेच्छा से त्यागपत्र देकर आज दिनांक 31.03.2015 को पूर्ण एवं अंतिम चुक्ता भुगतान (Full & Final Settlement) के रूप में भारतीय स्टेट बैंक, शाखा आदित्यपुरम (राजस्थान) का चैक संख्या 172971 दिनांक 31.03.2015 रुपया 2,51,000/- (अक्षरे दो लाख इक्यावन हजार रुपये मात्र) प्राप्त कर यह रसीद लिख दी है। इस भुगतान के पश्चात् मेरा मैसर्स श्री कृष्णा ट्रेडिंग कंपनी एवं बतौर मुख्य नियोक्ता – मैसर्स अल्ट्राटेक सीमेन्ट लिमिटेड इकाई-आदित्य सीमेन्ट वर्क्स से रोजगार अन्य किसी भी प्रकार की बकाया राशि या भुगतान लेना शेष नहीं रह गया है। उक्त धनराशि में मेरे द्वारा अर्जित एवं सभी विधिक देय राशि जिसमें ग्रेजुटी, लीव एनकेशमेंट एवं अन्य लाभ परिलाभ सम्मिलित हैं। उक्त धनराशि के प्राप्ति के साथ ही मेरा मैसर्स श्री कृष्णा ट्रेडिंग कंपनी एवं मुख्य नियोक्ता के साथ कोई भी वाद, विवाद एवं क्लेम शेष नहीं रहता है। इस रसीद के साथ-साथ मेरे द्वारा आज माननीय न्यायालय, औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय (केन्द्रीय), जयपुर में लम्बित प्रकरण विड्रा कर लिया गया है तथा इस रसीद से यह प्रकरण एवं अन्य कोई विवाद जो मेरे द्वारा संस्थापित किये गये हैं, स्वतः ही समाप्त समझे जाएंगे। यह रसीद मैंने स्वेच्छा से पूर्ण होशो-हवास में लिख दी है जो वक्त जरूरत में काम आवें।

दिनांक 31.03.2015

हस्ताक्षर

हस्ताक्षर पठनीय

(देवी सिंह)

5. Following order was passed on the withdrawal application:

31.03.2015

LOK-ADALAT

Case presented in Lok-Adalat today, Workman Sh. Devi Singh, Assistant Operator, present alongwith Secretary, B.M.S., Chittorgarh, Sh. Baldev Maud. On record workman has been represented by Sh. Baldev Maud. Sh. Rajendra Singh Chauhan, Advocate, learned counsel for opposite party present with Sh. kamlesh Menaria, Law Officer, for the opposite party M/s Aditya Cement Works, Adityapuram, Sawa- Shambhupura, Distt. Chittorgarh.

A compromise has been filed today by & on behalf of both the parties wherein it has been alleged that inspired by the spirit of the Lok-Adalat parties have filed the compromise before the Tribunal & consequent upon filing of the compromise there remains no dispute between the parties for adjudication before the Tribunal. It has been prayed that joint application filed by the parties in form of compromise be accepted & permission granted to withdraw the case on basis of No Dispute between the parties.

I have gone through the compromise & perused the record. The terms of compromise has been read over & explained to the parties in simple Hindi language of the parties which they are capable of understanding well. The compromise appears to be voluntary & without any undue influence. A cheque amounting to Rs.Two Lakhs Fifty One Thousand Only (Rs. 2,51,000/-) has been handed over by opposite party to the applicant before the Tribunal.

Accordingly, the case is disposed in terms of compromise. Application in form of compromise filed by the parties is allowed & petition of the applicant Sh. Devi Singh is dismissed as withdrawn. Compromise paper Annex- 1 in three pages alongwith photocopy of the cheque shall form part of Award."

6. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2015

का०आ०. 893.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आदित्य सिमेन्ट वर्क्स एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 70/2005)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/4/2015 को प्राप्त हुआ था।

[सं० एल-29012/22/2005-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2015

S.O. 893.—in pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award (Ref. I.D.No. 70/2005) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Aditya Cement Works and their workman, which was received by the Central Government on 20/4/2015.

[No. L-29012/22/2005-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT, JAIPUR

BHARAT PANDEY, Presiding Officer

I.D. 70/2005

Reference No. L-29012/22/2005-IR (M) dated: 15.7.2005

Sh. Bhuralal Dhakad
C/o Secy., B.M.S. Chittorgarh
Th. Shri Baldev Maud
S/o Sh. Amba Shankar Maud
R/o Saigva, PO Similiya
Chittorgarh - 312025.

V/s

The Executive President
M/s Aditya Cement Works
Adityapuram
Sawa-Shambhupura
Distt. Chittorgarh, Rajasthan,
Chittorgarh.

AWARD

31.3.2015

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial Dispute to this tribunal for adjudication:—

“Whether the contention of the Union that the workman had worked with the management of Aditya Cement Works for a period more than 240 days prior to his termination from service is correct? If so, whether the action of the management in terminating the services of the workman justified? If not, to what relief the workman is entitled?”

2. The statement of claim has been signed by applicant Sh. Bhuralal Dhakad & presented through Sh. Baldev Maud, Secretary to B.M.S., Chittorgarh. Reply to the statement of claim has been filed by opposite party on 17.2.2006. Facts alleged in pleadings of both the parties is not necessary to be mentioned here in view of the fact that an application has been moved by Sh. Bhuralal Dhakad on 23.3.2015 seeking permission from tribunal to withdraw his case. According to the brief facts alleged in the application for withdrawal of the case applicant has contended that he had submitted his statement of claim through Secretary, B.M.S., Chittorgarh but facts alleged in the statement of claim are wrong & opposite party has been pleaded wrongly in the statement of claim because he was never appointed in Aditya Cement Works directly. He has also alleged that he was in employment of the Thekedar, M/s Krishna Trading Company, as a workman of Thekedar. It has also been alleged that due to internal dispute between M/s Krishna Trading Company & the workman he had left the employment of the Thekedar on his own accord but raised an industrial dispute wrongly against the Aditya Cement after framing an industrial dispute against the opposite party. He has also alleged that now a settlement has been arrived between Thekedar & himself hence, he does not want to further participate in the proceedings of this case as there has remained no dispute, hence, it has been prayed that permission may be granted to withdraw the case against the opposite party.

3. As the above mentioned application dated 23.3.2015 submitted by applicant workman Sh. Bhuralal Dhakad was unilateral, hence, case was fixed for disposal according to law in Lok-Adalat on 31.3.2015 with direction that all parties are to appear in Lok-Adalat on 31.3.2015.

4. On 23.3.2015 case was fixed for cross-examination of Sh. Bhuralal Sharma, Assistant Manager, witness for the opposite party by applicant side when application for withdrawing the case was filed by Sh. Bhuralal Dhakad. On 31.3.2015 an application in form of compromise was filed in Lok-Adalat to withdraw the case signed by Sh. Bhuralal Dhakad & Secretary to B.M.S., Chittorgarh, Sh. Baldev Maud on behalf of applicant & by Sh. Kamlesh Menaria, Law Officer, on behalf of opposite party. The opposite party has been identified by their learned advocate, Sh. R.S. Chauhan. Application for withdrawal in form of compromise filed by both the parties reads as under:—

सेवा में,

श्रीमान न्यायाधीश महोदय,

अनुबंध - I

केन्द्रीय औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय,

जयपुर (राज०)

प्रकरण संख्या 70/2005

श्री भूरा लाल धाकड़

बनाम

कार्यकारी अध्यक्ष, आदित्य सीमेन्ट वर्क्स, आदित्यपुरम

प्रार्थना पत्र वास्ते विड़ा करने प्रकरण

महोदयजी,

उपरोक्त प्रकरण में दोनों पक्षकारान की ओर से माननीय न्यायालय आपसे निवेदन निम्न अनुसार है:—

1. यह है कि प्रार्थी ने उपरोक्त अनबान का प्रकरण जरिये सचिव, भारतीय मजदूर संघ, शाखा चित्तौड़गढ़ माननीय न्यायालय आप में प्रस्तुत किया है जिसमें विपक्षी के रूप में कार्यकारी अध्यक्ष, आदित्य सीमेन्ट वर्क्स, आदित्यपुरम को पक्षकार बनाया गया है। इस प्रकरण में प्रार्थी द्वारा अपने आपको विपक्षी संस्थान मैसर्स आदित्य सीमेन्ट वर्क्स का कर्मकार होना अंकित किया है जो सत्य नहीं है क्योंकि प्रार्थी द्वारा मैसर्स आदित्य सीमेन्ट वर्क्स के नियोजन में कार्य नहीं कर ठेकेदार मैसर्स श्री कृष्ण ट्रेडिंग कम्पनी के जरिये बतौर ठेका श्रमिक कार्य किया गया था।
2. यह है कि प्रार्थी एवं प्रार्थी के नियोजक मैसर्स श्री कृष्ण ट्रेडिंग कम्पनी के बीच स्वेच्छा से आपसी राजीनामा हो चुका है तथा अब प्रार्थी के एवं प्रार्थी के नियोजक मैसर्स श्री कृष्ण ट्रेडिंग कम्पनी के मध्य किसी भी तरह का कोई विवाद शेष नहीं रहा है। इसी आधार पर प्रार्थी एवं विपक्षी संस्थान मैसर्स आदित्य सीमेन्ट वर्क्स के मध्य भी अब किसी भी तरह का कोई विवाद प्रार्थी के नियोजन के संन्दर्भ में नहीं रहा है। प्रार्थी ने मैसर्स श्री कृष्ण ट्रेडिंग कम्पनी से अपनी सम्पूर्ण बकाया राशि प्राप्त कर ली है।
3. यह है कि प्रार्थी द्वारा मैसर्स श्री कृष्ण ट्रेडिंग कम्पनी से पूर्ण एवं अंतिम भुगतान प्राप्ति की रसीद की प्रतियां इस प्रार्थना पत्र के साथ संलग्न हैं।
4. यह है कि दोनों पक्षकारान की ओर से यह राजीनामा लोक अदालत की भावना से प्रेरित होकर बिना किसी दबाव के आप न्यायालय के समक्ष प्रस्तुत है। दोनों पक्षकारान की ओर से इस आपसी राजीनामा बाबत् कोई विवाद नहीं होने – को आप माननीय न्यायालय द्वारा स्वीकार किये जाने का नम्र निवेदन है।

हस्ताक्षर पठनीय

हस्ताक्षर अपठनीय

अतः निवेदन है कि दोनों पक्षकारान की ओर से प्रस्तुत यह संयुक्त प्रार्थना पत्र स्वीकार फरमाया जाकर पक्षकारान के मध्य कोई विवाद शेष नहीं रह जाने के आधार पर हस्तगत प्रकरण को विद्वा किये जाने की अनुमति प्रदान करावे एवं इसी आधार पर प्रकरण को इसी स्टेज पर निस्तारित कर समाप्त किये जाने बाबत् उचित आदेश प्रदान करावे।

स्थान: जयपुर

दिनांक: 31.03.2015

हस्ताक्षर पठनीय

हस्ताक्षर

प्रार्थी/अधिवक्ता/प्रतिनिधि

हस्ताक्षर अपठनीय

हस्ताक्षर विपक्षी/अधिवक्ता/प्रतिनिधि

मैं अल्ट्रोटेक सीमेन्ट लिमिटेड

इकाई - आदित्य सीमेन्ट वर्क्स, आदित्यपुरम

दिनांक: 31.03.2015

रसीद

मैं भूरा लाल धाकड़ पिता श्री गंगाराम धाकड़ निवासी गांव-कल्याणपुरा, तह. व जिला-चित्तौड़गढ़, (राज.) ने स्वेच्छा से त्यागपत्र देकर आज दिनांक 31.03.2015 को पूर्ण एवं अंतिम चुकता भुगतान (Full & Final Settlement) के रूप में भारतीय स्टेट बैंक, शाखा आदित्यपुरम (राजस्थान) का चैक संख्या 172970 दिनांक 31.03.2015 रुपया 2,51,000/- (अक्षरे दो लाख इक्यावन हजार रुपये मात्र) प्राप्त कर यह रसीद लिख दी है। इस भुगतान के पश्चात् मेरा मैसर्स श्री कृष्ण ट्रेडिंग कम्पनी एवं बतौर मुख्य नियोक्ता - मैसर्स अल्ट्रोटेक सीमेन्ट लिमिटेड इकाई - आदित्य सीमेन्ट वर्क्स से रोजगार अन्य किसी भी प्रकार की बकाया राशि या भुगतान लेना शेष नहीं रह गया है। उक्त धनराशि में मेरे द्वारा अर्जित एवं सभी विधिक देय राशि जिसमें ग्रेच्युटी, लीव एनकैशमेंट एवं अन्य लाभ परिलाभ सम्मिलित हैं। उक्त धनराशि के प्राप्ति के साथ ही मेरा मैसर्स श्री कृष्ण ट्रेडिंग कम्पनी एवं मुख्य नियोक्ता के साथ कोई भी वाद, विवाद एवं क्लेम शेष नहीं रहता है। इस रसीद के साथ-साथ मेरे द्वारा आज माननीय न्यायालय, औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय (केन्द्रीय), जयपुर में लम्बित प्रकरण विद्वा कर लिया गया है तथा इस रसीद से यह प्रकरण एवं अन्य कोई विवाद जो मेरे द्वारा संस्थापित किये गये हैं, स्वतः ही समाप्त समझे जाएंगे। यह रसीद मैंने स्वेच्छा से पूर्ण होशो-हवास में लिख दी है जो वक्त जरूरत में काम आवें।

दिनांक: 31.03.2015

हस्ताक्षर

हस्ताक्षर पठनीय

(भूरा लाल धाकड़)

5. Following order was passed on the withdrawal application:

31.03.2015

Lok-Adalat

Case presented in Lok-Adalat today. Workman Sh. Bhuralal Dhakad, Assistant Operator, present alongwith Secretary, B.M.S., Chittorgarh, Sh. Baldev Maud. On record workman has been represented by Sh. Baldev Maud. Shri Rajendra Singh Chauhan, Advocate, learned counsel for opposite party present with Sh. Kamlesh Menaria, Law Officer, for the opposite party M/s Aditya Cement Works, Adityapuram, Sawa-Shambhupura, Distt. Chittorgarh.

A compromise has been filed today by & on behalf of both the parties wherein it has been alleged that inspired by the spirit of the Lok-Adalat parties have filed the compromise before the Tribunal & consequent upon filing of the compromise there remains no dispute between the parties for adjudication before the Tribunal. It has been prayed that joint application filed by the parties in form of compromise be accepted & permission granted to withdraw the case on basis of No Dispute between the parties.

I have gone through the compromise & perused the record. The terms of compromise has been read over & explained to the parties in simple Hindi language of the parties which they are capable of understanding well. The compromise appears to be voluntary & without any undue influence. A cheque amounting to Rs. Two Laks Fifty One Thousand Only (Rs. 2,51,000/-) has been handed over by opposite party to the applicant before the Tribunal.

Accordingly, the case is disposed in terms of compromise. Application in form of compromise filed by the parties is allowed & petition of the applicant Sh. Bhuralal Dhakad is dismissed as withdrawn. Compromise paper Annex-1 in three pages alongwith photocopy of the cheque shall form part of Award.

6. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2015

का.आ. 894.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओ.एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण एवं श्रम न्यायालय 2, मुम्बई के पंचाट (संदर्भ संख्या 2/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/04/2015 को प्राप्त हुआ था।

[सं. एल-30015/8/2002-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2015

S.O. 894.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D.No. 2/2003) of the Central Government Industrial Tribunal/Labour Court 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. Limited & others and their workman, which was received by the Central Government on 20/04/2015.

[No. L-30015/8/2002-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

K.B. KATAKE

Presiding Officer

REFERENCE NO. CGIT-2/2 OF 2003

EMPLOYERS IN RELATION TO THE MANAGEMENT OF OIL AND NATURAL GAS CORPORATION LTD & 9 ORS.

- (1) The Group General Manager HR/ER
Head (P & A)
Oil & Natural Gas Corporation Ltd.
Mumbai Region
201, Vasudhara Bhawan
Bandra (East),
Mumbai 400 051.
- (2) M/s. Neelam Agencies
20/Ellora Abhinav Milind Society
Shivshrushti, Kurla (E),
Mumbai 400 022.
- (3) M/s. D.N. Engineering Works
A-1/7, Yogantak Housing Society
Opp. Jarimari Mandir, Sukapur
Panvel 410 206.
- (4) M/s. Industrial Security Guards Services Pvt. Ltd.
Gautam Terrace, Basement No. 1 & 2
M.G. Road, Naupada
Thane 400 602.
- (5) M/s. Polydrill Engineers Pvt. Ltd.
124, Damji Shamji Udyog Bhavan
Veera Desai Road
Andheri (W)
Mumbai 400 053.

- (6) M/s. Acumen Engineers
Shop No. 72, Plot No. 51
Sector - 15, CBD
Navi Mumbai 400 614.
- (7) M/s. S.S. Constructions
12, Nishant Shopping Centre
Seven Bungalows
Andheri (W)
Mumbai 400 053.
- (8) M/s. Classics Engineers
Building No. 17, Block No. 577
Chembur Colony
Mumbai 400 074.
- (9) M/s. Loyds Projects Pvt. Ltd.
904 to 906, Windsor Plaza
R.C. Dutt Road, Alkapuri
Baroda 390 005.
- (10) M/s. Supreme Construction
JN-1, 18-A 2, Sector - 9
Vashi
Navi Mumbai 400 703.

AND

THEIR WORKMEN

The General Secretary
ONGC General Kamgar Sanghatana
B/7, Municipal Colony
Agarwada, Sion
Mumbai 400 022.

APPEARANCES:

For the Employer No. (1) :	Shri G. D. Talreja Representative
Employer No. (2 to 10) :	No appearance.
For the Workmen :	Shri Abhay Kulkarni, Advocate

Mumbai, dated the 27th February, 2015

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-30015/8/2002-IR (M), dated 21.06.2002 in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

- (1) "Whether the contract between Oil and Natural Gas Corporation Ltd. (ONGC) and the existing contractor/s is a sham and bogus one and is a camouflage to deprive the concerned employees represented by the petitioner herein of benefits available to permanent workmen of ONGC?"

- (2) "Whether the workmen represented by the petitioner—Union herein, employed through the contractor/s by ONGC should be declared as permanent workmen of ONGC?"
- (3) "What are the wages and consequential benefits to be paid to the concerned employees?"

2. By award dated 01/07/2011 this Tribunal had allowed the Reference and passed the consequential order. The said award was challenged by the first party in Writ Petition No. 1910/2012. The Hon'ble High Court set aside the award and remanded the Reference back to consider the evidence on record in detail and pass award according to law. The Hon'ble Court has also given direction to decide the reference before 27/02/2015. After remand of the matter both the parties have filed their notes of arguments as well as they have also argued the matter orally at length. In the light of the pleadings, evidence on record and the arguments of both the advocates I am deciding this reference.

3. The Statement of claim of the second party is at Ex.-6. According to them, the first party is dealing in exploring of oil and natural gas in various parts of the country. They are carrying out drilling operations for oil and natural gas for commercial use. It is the only public undertaking company working in the field having monopoly without any competition. The company requires large number of permanent workers at the places of their work, including administration offices and establishments at Andheri, Darukhana Stores, Priyadarshini, Vasudhara Bhavan, Bandra, Juhu, Bengal Chemicals in Mumbai as well as at Nhava Sheva Uran, Panvel and Bombay High. The works carried out at all these establishments/buildings are of permanent and perennial nature. The workers annexed in list Ex-A are employed at all these establishments through sham and bogus contractors. All these workers are working with first party. They are paid directly by first party through sham and bogus contractors. Even the contribution towards PPF is paid by ONGC. The retirement benefits of contract labourers are paid by ONGC through sham contractors. The union has signed service conditions of the workmen with ONGC, for the period 01/01/1998 to 31/12/2007 granting several benefits to the concerned workers. Infact the said benefits ought to have been paid to all the workers including the workers listed at Ex-A. These contract workers are doing the jobs which are essential and necessary of perennial in nature. Some of the works performed by most of the workmen herein are highly specialized and sensitive in nature. These workers have acquired expertise since they are working there continuously for number of years.

4. The names of contractors are changed in the record, however, the workers are the same. None of the workman was recruited by any of the contractors. First party has not obtained valid registration under Contract Labour Act for

employing the workers mentioned in list Ex-A. The contractors also do not possess the requisite license under the Contract Labour Act. All these facts clearly show that, the contractors are sham and bogus. They are inducted merely to deprive the workmen from getting the benefits of regular employees. Therefore the union had also filed writ petition before Hon'ble Bombay High Court. Division Bench of Hon'ble High Court directed the Labour Commissioner to complete the conciliation proceeding within the stipulated time. As conciliation failed, the Labour Commissioner sent a report to Labour Ministry. The Hon'ble High Court also protected services of workmen concerned for the period of three months. The Hon'ble court has also directed the Tribunal to decide the reference as expeditiously as possible and before 3/6/2003. However, the Ministry did not sent the reference to this Tribunal immediately within the stipulated time and matter is also protected. The second party union prays for declaration that the employees in list Ex-A be declared as regular employees of first party from the date of their initial appointment and the first party be directed to absorb them in the service from the date of their respective initial appointments. The union also prays that the ONGC be directed to pay the consequential benefits including arrears of wages to the respective workers.

5. The first party No. 1 ONGC Ltd. has resisted the statement of claim *vide* its written statement at Ex-26. According to them, the persons in the list Ex-A are not workmen as defined under Section 2 (s) of I.D. Act. There is no master-servant relation between ONGC with these workmen. The second party has not come with clean hands. Their claim is false. ONGC carries out its business situated beyond 12 nautical miles from the baseline and out of territory of India. Therefore this Tribunal has no jurisdiction. The contracts entered into between the ONGC and the contractors are genuine. The Tribunal has no power and jurisdiction to abolish genuine contracts. The reference is bad for non-joinder of concerned contractors as a party to this reference. There were no pleadings in the writ petitions filed before Hon'ble High Court, that the contracts between ONGC and contractors are sham and bogus and are mere camouflage to deprive the workers from getting benefits of permanency. On the other hand the second party pleaded therein that the workmen are engaged for the work of permanent and perennial in nature. The work is ordinarily done by regular workmen of ONGC. Therefore they had prayed for declaration that they should be treated direct employees of ONGC. ONGC is required to engage number of independent contractors for rendering specified services in certain areas which are not prohibited under Contract Labour (Regulation and Abolition) Act, 1970. The contracts are entered into by inviting sealed tenders. The high power committee scrutinizes the tenders and work order are issued to those who quote competitive rate and in accordance with the rule in this respect. The agreements

are signed with the contractors laying down terms with the ONGC. All the contractors submit their monthly bills to ONGC for the services rendered by them. Bills are paid to them. Contractors have obtained licenses. The representatives of the contractors assign the work to the workmen engaged by them and supervise their work. The contractors pay wages, advances, bonus and allowances to the workmen. They also used to deduct their PF, Professional Tax, E.S.I. etc. The contractors issue wage slips & identity cards to them. The contractors are independent from ONGC. The contracts are true and genuine.

6. In the writ petition Hon'ble High Court had given direction to the Central Govt. to make reference. Direction is also given to decide the reference expeditiously and before 30.06.2003. They have denied all the allegations made against them in the statement of claim and contended that the claim of the workmen is false. Therefore they pray that the reference be rejected with cost.

6. First party No.4 Industrial Guard Services Pvt. Ltd. one of the contractors resisted the statement of claim *vide* its written statement at Ex-39. According to them, it is a private limited company dealing in providing Receptionists, Security Guards for regulating ingress and egress of material, for opening and closing of offices, rooms including all other jobs related to these functions. The reference is not maintainable against the contractor. ONGC has entered into a contract with them for providing receptionist for regulating ingress and egress of men and material at the office of ONGC at various places in Mumbai. Therefore industrial dispute cannot be raised against the contractors. The reference is vague and general in nature. The service conditions and wages of the workers engaged by contractors are quite fair and reasonable. The second party union has suppressed material facts from the court. Contracts with ONGC are genuine. The persons shown in the list are employed by the contractor, Shri J. P. Srivastava. They are not workman as defined u/s 2 of I.D. Act. They are serving in supervisory category and drawing salary Rs. 4275/- + 40.6% DA and 20% HRA and other fixed allowances. They denied all the contents in the statement of claim. According to them, all the benefits under MoU have been paid to the employees and averments to that effect in the statement of claim are false. The contractors possess valid license under Contract Labour Regulation Act. These workmen are employees of the contractor. Therefore the Reference deserves to be dismissed. Thus they pray that the Reference be dismissed with cost. First parties nos. 2, 3, 5 to 10 have adopted the written statement of First party no. 1 ONGC.

7. Following are the issues framed by my Ld. Predecessor for my determination. I record my findings thereon for the reasons to follow:

S.No.	Issues	Findings
1.	Whether the labour contract between the ONGC and the contractors are sham and bogus and camouflage to deprive the concerned employees from getting the benefits available to permanent workers of ONGC?	Yes.
2.	Whether workmen under reference employed through contractor by ONGC are entitled to the declaration that they are permanent workmen of ONGC?	Yes.
3.	What wages and consequential benefits the concerned employees are entitled to?	As per final order.
4.	What relief the employees are entitled to?	As per final order.

REASONS

Issue Nos. 1:—

8. The Id advocate for the second party workers in this respect submitted that, the workers in list 'A' are working with the first party since last number of years. The jobs of respective workers are of permanent and perennial in nature. The workers claim that they are employees of first party no. 1. According to them, the first party no.1 has entered into number of sham and bogus labour contracts. The workmen are attending various types of works. They are employed by the management. The management verified and satisfied their qualification, eligibility, potentiality for performing the work, before they were employed. The company has engaged the contractors as name lenders to show on paper that these employees are contract workers. The labour contracts are sham, bogus and camouflage merely to deprive the workmen from getting benefits of the permanency. Therefore, the second party union has prayed for declaration that the contracts between the management and the contractors be declared as sham, bogus and mere camouflage to deprive them from getting the benefits of permanency.

9. In this respect at first I would like to deal with the technical and legal objections to the reference. Th Ld. adv. for the first party at the outset submitted that these workmen are working 12 nautical kms away from the coastal area of India. Therefore this Tribunal has no jurisdiction. He has not made it clear about the law of which country governs ONGC and its employees working at the site at Bombay High Sea or whether they are beyond reach of law of any country and can do anything as per their sweet will. This submission indicates that Ld. adv. want to point out that as ONGC is functioning far away from the coastal line of India therefore the law of the land is not applicable to them and they are out of jurisdiction of this Tribunal. This pleading and submission is ridiculous and devoid of any merit and thus same is deserved to be rejected.

10. The Id. adv. for the first party further submitted that the second party union has taken contradictory plea which is not allowed. According to him before raising this industrial dispute under I.D. Act, the union had approached to Hon'ble High Court in writ petition and had challenged the Contract Labour System in the light of provisions of Contract Labour (Regulation and Abolition) Act. According to him, it presupposes the existence of valid contract. Therefore the second party union now cannot raise inconsistent plea that the contracts are sham & bogus and issue to that effect cannot be framed or entertained. In support of his argument the Id. adv. referred the Apex Court ruling in **Rashtriya Chemicals & Fertilizer Ltd. and Anr. V/s. General Employees Association & Ors. 2007 II CLR 701** in para 10 of the judgement the Hon'ble Court observed that:

"As rightly contended by Id. counsel for the Appellant once the respondent no. 1 Association approached the High Court on the foundation that the Contract Labour (Regulation & Abolition) Act 1970 applied. It presupposes existence of a valid contract. What the writ petitioner (respondent no. 1 herein) wanted was quashment of notification for reconsideration."

11. In the same para 10, Hon'ble Apex Court in this respect further observed that:

"In the instant case the writ petitioner itself accepted that certain issues could not be decided in the writ petition. That being so, High Court giving directions in the nature done do not appear to be appropriate. We are of the view that the High Court ought not have given the directions in the manner done and should have left the respondent no. 1 Association to avail remedy available in I.D. Act."

12. In respect of this ruling, the Id. adv. for the second party submitted that, in that Writ Petition the union therein has challenged the Circular issued by the Central Govt. refusing to abolish and prohibit contract labour in civil works and carpentry work in the establishment of the petitioner company. He has rightly pointed out that the civil and carpentry work in the establishment of RCF cannot be said regular function of the company as the Company is dealing with manufacturing of fertilizers and they were allowed to hire contract labours for civil and carpentry works. In such circumstances in that case the Hon'ble Court held that, once the respondent no. 1 Association approached the High Court on the foundation that the Contract Labour (Regulation & Abolition) Act 1970 applied. It presupposes existence of a valid contract.

13. In the case at hand facts are altogether different. The contentions in the Writ were not contradictory. In the Writ Petition these workmen have sought for abolition of contract labour system in the company. However neither there was any circumstance nor averment stating that, they are contract labourers nor the contracts are genuine. Furthermore, the second party union has neither admitted

the genuineness of the contracts nor sought any amendment to take inconsistent plea. Therefore the above ruling referred on behalf the first party is not applicable to the case at hand.

14. The Id. adv. for the first party on the point also referred another Apex Court ruling in **Steel Authority of India V/s. Union of India & Ors. 2006 III CLR 659** wherein in para 15 of the judgment the Hon'ble Court observed that:

"A definite stand was taken by the employees that they had been working under the contractors. It would, thus in our opinion, not lie in the mouth to take a contradictory and inconsistent plea that they were also the workmen of the principal employer. To raise such mutually destructive plea is impermissible in law. Such mutually destructive plea in our opinion should not be allowed to be raised even in an industrial adjudication."

15. In respect of this ruling the Id. adv. for the second party rightly pointed out that, the workmen in the above referred ruling have affirmed specifically that they were contract labourers whereas, in the case at hand, the union has never contended or affirmed in the earlier writ petition that they are the employees of the contractors. In the earlier Writ Petition the union herein had challenged the contract labour system and had sought for abolition thereof. Whereas in the second writ petition and in this reference they have contended that, the contracts are sham and bogus. These two prayers are not inconsistent. Therefore the ratio in the above ruling is also not attracted to the case at hand. At the most it can be said that it is alternative prayer and there is no bar for such an alternative prayer. In support of this argument the Id. adv. for the second party union has referred to the Apex Court ruling in **Sarva Shramik Sangh V/s. Indian Oil Corporation Ltd. & Ors. AIR 2009 SC 2355**. The workers therein have filed the first petition seeking relief of abolition of contract labour system in operation. When said petition was rejected, they had filed second petition for seeking direction to make Reference U/S 10 to decide whether contracts between principal employer and canteen contractor was sham, nominal and mere camouflage to deprive the workers from getting the benefit of permanency, as in the case at hand. The facts in that case are identical to the set of facts of the case at hand. In that case on identical facts Hon'ble Court, observed that:

"Similarly where the workers contended that the contract between principal employer and the contractor was sham and merely camouflage to deny them the benefit of labour laws and if their prayer for relief under CLRA Act is rejected, they can then seek relief under the I.D. Act. The contention of IOC that on account of the dismissal of the first petition, the second petition for a different relief was barred either by principle of res-judicata or by principle of estoppel would be liable to be rejected."

16. Hon'ble Court in that case held that such a plea is not contradictory but an alternative plea and there is no bar to take such alternative plea. Neither the plea is contradictory nor the second party has sought any amendment in the pleading for inconsistent plea. So also the second party herein has not admitted the genuineness of the contracts in the earlier Writ Petition. Therefore the ratio laid down in the Apex Court ruling referred by the Id. Adv. for the first party is not applicable.

17. For the same reason the ratio in **Modi Spinning Mill and Weaving Mills Company Ltd. & Anr. V/s. Ladha Ram & Co. (1977) 1 SCR 728** referred by the Id. Adv. for the first party is also not helpful to them. In that case Hon'ble Court held that, when an admission has been made in the pleadings, even an amendment contrary thereto would not be permitted. On the other hand in the light of the ratio laid down by Hon'ble Apex Court on identical facts in **Sarva Shramik Sangh** case, (supra) I hold that neither pleading of the union in this case is inconsistent nor it creates bar by principle of estoppel as has been argued on behalf of the first party.

18. The Id. Adv. for the first party further submitted that the Hon'ble Bombay High Court has no jurisdiction to give direction to the Government to make a reference as it was done in this case. The prayer in the W.P. was not for determination of question as to whether the Contract Labour System was genuine or was mere camouflage to deprive the concerned contract employees from the benefits under Labour Laws. The Id. adv. for the first party further submitted that, High Court in both the orders formulated the terms of reference which is impermissible. Therefore the Id. adv. for the first party submitted that, the High Court has exceeded its jurisdiction. Thus he submitted that, the reference and issues are out of scope of the reference. In the circumstances he submitted that, on that ground reference should be dismissed. In support of his argument, Id. adv. for the first party referred to Apex Court ruling in **Steel Authority of India Ltd. V/s. National Union Waterfront Workers & Ors. (2001) III CLR 349** wherein the Hon'ble Court observed that:

".....the High Court ought not have given directions in the manner done. The prayer in the writ petition was not for determination of question whether contract labour system was genuine or, was a mere camouflage to deprive the concerned contract employees of the benefits available to permanent employees of the appellant No. 1. The High Court in both the orders even in formulating the terms of reference which is impermissible."

19. As against this the Id. adv. for the second party submitted that, the Hon'ble High Court has directed the Government to make reference of the real dispute between the parties and it is well within the jurisdiction of Hon'ble High Court. In support of his argument the Id. adv. resorted

to recent Apex Court ruling in **General Manager, Oil & Natural Gas Commission, Silchar V/s. Oil & Natural Gas Commission Contractual Gas Workers Union (2008) 12 SCC 275**. In that case reference made by appropriate Govt. describing the workman as "contractual workers" whereas the real dispute between the parties was whether they were employees of the appellant organization or contractors. The Industrial Tribunal held that they were employees of the appellant. In Writ Petition Single Judge of Hon'ble High Court up held the objection of ONGC and held that Tribunal had exceeded its jurisdiction by deciding beyond the reference and allowed the writ petition. Division Bench allowed the Writ Appeal and held that, there was no ambiguity with regard to issues raised in the reference as parties were fully aware as to its meaning and import. While confirming the view of Division Bench, Hon'ble Apex Court in para 18 of the judgment observed that:

"The main issue in the present case is the status of workmen and whether they were employees of ONGC or of contractor, and in the event they were employees of former, a claim to be treated on a par with other such employees. This was the basic issue on which parties went to trial, notwithstanding confusion created by ill worded reference."

20. The facts of the case at hand are identical to the facts of the above referred Apex Court ruling. Furthermore the order of Hon'ble High Court has reached to its finality and neither this Tribunal can discard directions of Hon'ble High Court nor can even ignore the same. Therefore the objection to the reference and issues directed by Hon'ble High Court is found to be devoid of merit.

21. Now I would like to deal with the main question i.e. whether the workmen under reference are the employees of the first party no. 1 or whether they are employees of the contractors? In this respect the Id. adv. for the first party pointed out that the first party had obtained the requisite license to engage contract labourers. So also all the contractors have their respective licenses. The first party used to invite tenders and after verifying the competitive rates, the concerned authority used to accept the tenders. They have produced the licenses and all concern documents about the labour contracts with list Exh. 14 and Exh. 44. In the light of these voluminous documents the Id. Adv. for the first party submitted that, these documents and the oral evidence of the witness Mr. Anil Kumar M.W.1 at Exh. 105, M.W.2 Mr. Sonare Exh. 109 and witness Kishore Katyari Exh. 115 show that the contractors and contracts are genuine. They have contended in their respective affidavits as to how the contracts, and related documents are genuine. The Id. adv. for the first party further pointed out that WW-1 has admitted in his cross examination at Ex-55 that the contractors used to issue passes to them. He has also admitted in the cross examination that, their wages and bonus is being paid through contractors and the

contractors used to deposit the PF subscription. According to the Ld. Adv. for the first party, this documentary and oral evidence on record indicates that, these workmen are the employees of the contractors.

22. In this respect the Ld. Adv. for the second party submitted that it is not their case that, there are no such contractors in existence or the contractors are fake or fictitious. The fact is not disputed that wages, bonus are paid by the first party no. 1 through contractors and PF is also subscribed through contractors. According to them, the contractors and contract agreements and all other documents are mere paper work. The contractors are name lenders and are sham, bogus and mere camouflage to deprive these workmen from getting their legitimate rights of permanency. In this respect he pointed out that, though it is contended by these witnesses in their respective affidavits that the work of these workmen was supervised by the supervisors of the contractors the fact and circumstances show otherwise. According to the second party the work of these workmen was being supervised by the officials of the first party. In this respect the Ld. Adv. for the second party rightly pointed out that in some area, work of some workmen herein was of technical nature and it can be supervised only by the concerned officials of the Company. He pointed out that, the work of Crane operators cannot be supervised by supervisor of the contractors as it has to be supervised by the technical person under whom they are working. There is no dispute that the Crane operators were working under the engineers of the company who are supposed to look after and supervise the work of the Crane operators. The witness MW-1 Mr. Anil Kumar has admitted in his cross-examination at Ex-105 that the Crane operators are also doing the work of oiling, greasing and some repairs of the cranes. Operating a crane itself is also a technical work. Naturally such work cannot be supervised by any outsider. Only technical persons under whom they are working can supervise the same. They are working under the Officials of ONGC. It shows that the work of these workmen is being supervised by the Officials of the first party under whom they are working.

23. On the point the Ld. Adv. for the first party further submitted that the test of supervision and control is not the sole test and all other relevant factors are required to be taken into account. In support of his argument the Ld. Adv. for the first party referred the ruling, **Ram Singh and Ors. V/s. Union Territory Chandigarh & Ors. 2004 (I) CLR 1981** wherein the Hon'ble Court on the point observed that:

"No doubt control is one of the important test but it not to be taken as a sole test. In determining the relationship of employer and employee all other relevant facts and circumstances are required to be considered including the terms and conditions of the contract"

24. The Ld. Adv. for the first party also referred Apex Court ruling in **International Airport Authority of India**

V/s. International Air Cargo workers Union & Anr 2009-IV-LLJ 31 SC wherein Hon'ble Court on the point observed that;

"Merely because the Contract Labour Work is under the supervision of officer of principal employer, it cannot be taken as evidence of direct employment under the principal employer."

25. The Ld. Adv. for the first party further submitted that the burden is on the union to establish that the labour contracts were sham and were only camouflage to deny them their rights. In support of his argument the Ld. Adv. for the first party cited Apex Court ruling in **Gujarat Electricity Board V/s. Hind Mazdoor Sangh & Ors. (1995) 5 SCC 27** wherein Hon'ble Court on the point observed that:

"In such a dispute the workmen are required to establish that, so called labour contract was sham and only a camouflage to deny them their legitimate dues."

26. The Ld. Adv. for the first party also referred Bombay High Court ruling in **Bhartiya Kamgar Sena V/s. Udhe India Ltd. & Anr. 2007 (6) MHLJ 185**. In this judgment the Hon'ble Court held that merely because contract is in existence for a very long time, it cannot be taken as clue to decide that the contract was not genuine. What has to be seen is the method and manner in which the work is done by the workmen and the control which is exercised by the company over the workmen. In the light of these rulings, I would like to examine the other relevant facts and the evidence on record led by the second party.

27. The Ld. Adv. for the second party on the point submitted that, the control and supervision by the officials of the first party is not the only circumstance to show that these workmen are employees of the first party. He has given the list of the facts supporting thereto which are as follows: According to him the second point is that, these workmen have worked for number of years. In this respect the Ld. Adv. for the first party submitted that these workmen are continued in service as per the interim relief granted by Hon'ble High Court. Therefore they are not entitled to get any relief. In support of his argument, Ld. Adv. referred Apex Court ruling in **Dr. D.C. Wadhwa & Ors. V/s. State of Bihar and Ors. (1987) I SCR 798** where in the Hon'ble Court on the point observed that;

"Merely because an employee had continued under cover of an order of Court which we have described as 'litigious employment' in the earlier part of the judgment, he would not be entitled to any right to be absorbed or made permanent in the service."

28. In this respect the Ld. Adv. for the second party submitted that these workmen are working for number of years, much before the interim protection granted by Hon'ble High Court. Therefore the ratio laid down in the above ruling is not attracted to the set of facts of the

present case. The workmen herein are working with ONGC for more than 3 to 10 years continuously before the interim protection. As per the list of workmen at Exh. A one of the workmen is shown to have been working since 1985. Two of them are working since 1989. Four workers are shown to have joined their respective work in 1990 and every year 3 to 4 workers are shown to have joined the work. In the year 1996, some nine workers have joined the work of the company. The joining dates of respective workers are given in the list Ex-A. These joining dates are not challenged by the management or any witnesses thereof. Though the period of interim protection is excluded it is clear that these workmen have worked continuously more than 3 to 10 years and thereafter by way of interim relief their service is continued. It is also one of the factors to show that, they are not employees engaged by any contractor. Thirdly the Ld. Adv. for the second party pointed out that, these workmen are working continuously for number of years whereas contractors were changed after interval of a year or two it also indicates that the contracts are sham and bogus. Fourthly most of the workmen are doing technical work as Crane operators which need special training and they cannot be replaced by any other ordinary untrained workmen.

29. Fifthly the Ld. Adv. for the second party pointed out that the first party has signed MoU with the union to which contractors were not party. In this respect Ld. Adv. for the first party tried to explain that, the first party can sign MoU as per Rule 30 of I.D. Rules and it was signed to protect the interest of these workmen. However no convincing explanation was given as to why concerned contractor was not party to the MoU. If the workmen are the employees of the contractors they would have also signed the MoU. From the fact of signing MoU, it indicates that the workers were to remain in the employment of the first party for further period and the contractor inducted at the relevant time was not to be continued after the period of his contract. Therefore contractor of the particular year when MoU came to be was not expected to sign the MoU as the terms and conditions in the MoU would not be binding on the contractors after his contract period is over. In the circumstances no contractor was expected to sign the MoU.

30. On the point Ld. Adv. for the second party submitted that the fact that, the contractor is not party to MoU is one of the circumstances indicating that workmen are employees of the first party and contractors are sham and bogus. In support of his argument, the Ld. Adv. resorted to Bombay High Court ruling in **ONGC Ltd. V/s. Transport and Dock Workers Union & Ors. 2007 II LLJ** wherein Memorandum of Understanding signed between the parties without intervention of contractors and without contractor being a party thereto and VRS package was given directly by ONGC to the workers without intervention of the contractor. The Hon'ble Court found that these facts are the *prima facie* evidence to show that contracts are sham and bogus.

Furthermore, the Ld. Adv. for the second party also pointed out that, in the case at hand witness of ONGC Shri Anil Kumar in his cross at Ex.-105 has admitted, that ONGC can direct the contractor to disengage particular employee. He has also admitted in his cross that, training of Crane operators of the cranes used by ONGC is given outside. It indicates control was of ONGC.

31. Seventh point is that it is the specific case of the union that, the first party has engaged them and contractors are inducted afterwards and periodically. The first party has neither pleaded nor led any evidence, as to initially which contractor has engaged these workmen. It supports the version of the union that initially first party had engaged them and contractors were inducted subsequently. Eighth point put forth by Ld. Adv. for the second party is that, the work being performed by these workmen is of perennial nature and required to be performed by permanent employees. Employing temporary or contract workmen for such perennial work amount unfair labour practice. Ninth point is that, the premises, instruments for oiling greasing and the machines such as cranes operated by these employees are owned by ONGC and all the facilities provided to these workmen by ONGC. All these facts supports the version of the union that, these workmen were engaged by the first party no.1 and contractors were inducted periodically, merely to deprive them from getting the benefits available under Labour Legislation

32. In the light of all these facts the Id. adv. for the second party submitted that, as the labour contract are Sham and bogus, the workmen are the employees of ONGC and deserves to be regularised. In support of his arguments, the Ld. Advocate for the second party resorted to Apex Court ruling reported in **Hindalco industries Ltd. V/s. Association of Engineering workers AIR 2008 SC 1867** wherein the canteen employees were working continuously for 10-15 years. The contractors were changed the some workmen continued. Neither the workmen were replaced nor fresh appointments were made. On the other hand, same workmen were continued even on the date of complaint. Taking note of all the facts and circumstances on record, the Hon'ble Apex Court in that case observed that:

"The Industrial Court is perfectly right in arriving the conclusion that the evidence coupled with the terms of agreement show that contract is nothing but paper agreement as stated earlier. Inspite of change of replaced nor fresh appointments were made. On the other hand, same workmen were continuing even on the date of filling of the complaint."

33. In this respect the Id. adv. for the second party union has further submitted that the workers under reference are doing the work of perennial nature such as Crane operators, doing services of technical nature including oiling, greasing, and repairing the cranes. The Id. adv. pointed out that MW-1 Anil Kumar Manager HR with ONGC has admitted in

his cross-examination at Ex.105 page 26 thereof, that the work of crane operator is of perennial nature. He further admitted that crane operators appointed by ONGC and the crane operators of contractors do the same job on the same type of cranes. He also admitted that is difference in the payment of the crane operators of ONGC and crane operators angaged as contract workers. MW-2, N.K. sonare, S.E. Production has admitted that the crane operators of ONGC and crane operators of contractors are working on the same crane. They do the technical service including oiling, greasing and repairing etc. He further says that engine crane operators require certificate issued by some agency. It indicate their job is of technical in nature and untrained workman cannot do the same.

34. All these facts lead me to the conclusion that, the workmen under reference are the employees of first party No. 1 and not of the intermediate contractors. Consequently I hold that the labour contrators inducted into periodically by the first party are sham, bogus and mere camouflage to deprive these workmen from getting their legitimate rights under the Labour Legislation. Accordingly I decide this issue Nos.1 in the affirmative.

Issue No.2 to 4:—

35. These issues are interconnected, therefore in order to avoid repetition of discussion they are discussed and decided simultaneously. In issue No. 1 above it is held that, the workmen under reference are the employees of the first party and the labour contractors are sham and bogus and mere camouflage to deprive them from getting the legitimate benefits under Labour Legislations. Now another important point for my determination is whether these workmen are entitled to the declaration and consequential relief of Pay and allowances at par with permanent workmen.

36. In this respect Ld. Adv. for the first party submitted that the contract labourers cannot be regularized as they are not recruited by the company. In support of his argument, the Id. adv. cited Apex Court ruling in **The workmen of Food Corporation of India V/s. M/s. Food Corporation of India (1985) II LLJ4** wherein the Hon'ble Court observed that,

"Workman employed by contractor cannot be the workman of a third party who engages a contractor."

37. The ratio laid down in this ruling would not be attracted to the set of facts of the present case, as in the issue No.1 herein above it is held that, the workmen herein are the employee of ONGC and not engaged by any of the contractors.

38. The Id. Adv. for the first party in this respect, further submitted that, the temporary workmen or contract labourers cannot be regularized merely as they are working for a long period as they are not recruited by following

recruitment procedure prescribed ther for. In support of his argument he has resorted to Apex Court ruling in **Secretary, State of Karnataka & Ors. V/s. Umadevi & Ors. 2006 II CLR 261** wherein the Hon'ble Court held that;

"Unless the appointment was in terms of relevant rules, no rights are conferred on the appointee."

In the same judgement, Hon'ble Court also observed that;

"Merely because he is continued beyond his term of appointment does not entitle him to be absorbed in regular service or made permanent."

39. As against this the Ld. Adv. for the second party union pointed out that, in that case relief of regularization was sought for. In the case at hand the workmen are not claiming regularization or permanency on the ground that they were continued beyond the term of their respective appointments. On the other hand they are claiming that the contracts between the contractors and principal employer are sham and bogus. They claim that, they are skilled workers. Though the contractors were changed after every year or two, the workers working with ONGC are the same. They are working at their respective places, since last number of years. ONGC has signed MoU with union without contractors etc. In issue No. 1 hereinabove it is held that these workmen are the employees of the first party and contractors are sham and bogus. Therefore the ratio laid down, in the above ruling is not attracted, to the set of facts of the case at hand.

40. The Ld. advocate for the first party also relied on the landmark ruling on the point reported in **Steel Authority of India Ltd. and ors. V/s. National Union Waterfront Workers and ors. 2001 III CLR 349 = AIR 2001 SC 3527** wherein the Hon'ble Apex Court observed that;

"Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by appropriate Government under Sub-section (1) of Section 10 prohibiting employment of contract labour in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment."

41. On the point, the Ld. Adv. for the second party submitted that, the above observations are in respect of contract labourers. However in the case at hand, in issue No. 1 herein above it is held that the workmen under reference are the employees of ONGC. Therefore the above ratio is not applicable to the case at hand. On the other hand Ld. Adv. for the second party pointed out that in the same ruling, in para 121(5) the Hon'ble Court further observed that;

"If the contract is found to be not genuine but a mere camouflage, so the so called contract labour will have

to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labourer in the concerned establishment subject to conditions as may be specified by it for that purpose...."

42. Though the work is of perennial nature, even after notification of abolition of contracts, the workmen were shown to have continued as contract labourers, which is illegal. In this respect I would like to point out that, the labour contracts herein are held sham, bogus and mere camouflage to deprive the workers from getting benefits under labour legislation. Thus this ruling does not extend any help to the first party. On the other hand, as observed by the Apex Court in para 121(5) of this judgment direction shall have to be given to the first party no. 1 to regularise the service of these workmen.

43. In the light of the discussions and findings, herein above it is clear that the workmen under reference are the employees of ONGC. Consequently I hold that they are entitled to all the benefits of the permanent employees since the date of their respective appointments (excluding the probation period of two years). Thus the reference has to be allowed.

44. Before parting with the judgment, it would not be out of place to take survey of the reasons for delay. In this matter while directing the Govt. to make Reference, Hon'ble High Court has given direction to this Tribunal to dispose of this Reference in 2003. There was little delay in passing the order of reference. It was passed in the year 2003 and thereafter the delay tactics were adopted on behalf of ONGC. The delay in the court proceedings are being bitterly criticized from every corner. This reference is an example as to how the proceedings are protracted for years together. In this Reference, though the point for determination is very short, the record has become very bulky. It took about 12 years' time to dispose of this reference. I would like to observe certain unpleasant facts on record causing delay and leading to waste of time of the parties and Tribunal as well. I found there is delay at every stage of the proceeding. It starts from the pleadings. The statement of claim EX-6 is of 9 pages, whereas the written statement of ONGC EX-26 is very exhaustive running in to 84 paras and 21 pages. Thereafter number of applications were filed on behalf of ONGC and were required to be replied by the other side and orders are passed thereon. In addition to that, the Ld. Adv. for ONGC is also in a habit of filing applications for "placing some facts on record". Such applications for placing facts on record are neither part of pleading nor they can be read as evidence on record. Infact such applications cannot be considered and fact narrated therein cannot be taken into account. Inspite of that I noticed that, not only in this proceeding, but also in many matters same Ld. Adv. for ONGC is in a habit of filing such applications. It amounts to waste of time of the other side and the time of

the Tribunal as well. According to the Ld. Adv. for ONGC, even the Apex Court has observed in some judgments that the subsequent developments should be taken in to account. Therefore after interval of few months, he is in a habit to file such applications for placing facts on record. Such applications are time killing. If at all there is any change in the circumstances, it can be considered at any stage of the proceedings. Party can seek amendment to that effect and lead evidence for the same. In this proceeding, I found that the delay tactics were adopted on behalf of advocate of the first party. The most unfortunate part is that it is done by the advocate representing the Government Undertaking. Sincerely I feel, it should be stopped hence forth. In this respect while arguing the matter on some interim applications the Ld. Adv. for the second party submitted that ONGC may have spent much more amount in this litigation than the difference and dues of payable to these workmen. If it is a fact, the company *i.e.* high officials thereof and concern Ministry should think about it seriously. Such types of litigations are, not only against the State Policy but also affect the national interest as well. They should keep some check on such litigation and should avoid the National waste. I express my total displeasure in the manner this litigation was protracted by the Ld. Adv. for first party. Lengthy pleadings, bulky record and evidence, number of relevant, irrelevant rulings are also placed herein to cause delay in passing the award. Beside these delay tactics, this Tribunal is also facing some administrative difficulties such as there is no Steno and since last few years the post of Stenographer is vacant all those reasons were given in detail in the earlier award.

45. In the light of findings on issues No. 1 to 3, I come to the conclusion that the union is entitled to the declaration that the contract between ONGC and the intermediate contractors are sham and bogus and mere camouflage to deprive these workmen from getting their legitimate right under the Labour Legislation. I further hold that these workmen are entitled to get pay, allowances and all other facilities at par with the regular employees of ONGC. In short, I allow the reference and proceed to pass the following order:

ORDER

1. The reference is allowed as follows.
2. The labour contracts between ONGC and its contractors in respect of the workmen under reference are hereby declared sham, bogus and mere camouflage to deprive the workmen under reference from getting benefits of permanent employees.
3. The workmen under reference are hereby declared as permanent workmen of first party ONGC. They are entitled to the pay and other allowances and benefits at par with the permanent employees.

4. The first party ONGC is directed to pay the difference in wages and to give all other benefits to the workers under reference at par with the permanent employees of the respective grades from the date of their respective appointments with benefit of promotions etc.

Date: 27/02/2015

K.B. KATAKE, Presiding Officer/Judge

नई दिल्ली, 28 अप्रैल, 2015

का०आ० 895.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हिंदुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 1, मुंबई के पंचात (संदर्भ संख्या 33/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/4/2015 को प्राप्त हुआ था।

[सं० एल-30011/29/2007-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2015

S.O. 895.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D. No. 33/2007) of the Central Government Industrial Tribunal/Labour Court 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corporation Limited and their workman, which was received by the Central Government on 20/4/2015.

[No. L-30011/29/2007-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present

JUSTICE S.P. MEHROTRA, Presiding Officer

REFERENCE NO. CGIT-1/33 OF 2007

Parties: Employers in relation to the management of Hindustan Petroleum Corporation Ltd.

And

Their workmen

Appearances:

For the first party No. 1 : Mr. Lancy D'Souza
Management

For the second party/ Union No. 1 : Mr. R.D. Bhatt, Adv.

For the second party/ Union No. 2 : Mr. G.S. Baj, Adv.

State : Maharashtra

Mumbai, dated the 8th day of April 2015.

AWARD

1. The present Reference has been made by the Central Government by its order dated 2.7.2007 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of Reference as per the Schedule to the said order are as under:

"Whether the action of the management of Hindustan Petroleum Corporation Limited, Mumbai is justified and proper in keeping the 263 workers (list enclosed) on contract basis for a long duration of period and still continuing on a sham and bogus contract system? If not, then what relief these 263 workmen are entitled to?"

2. A perusal of the above-quoted Reference Order shows that the Reference was made in respect of 263 workers whose list was enclosed with the Reference Order. The Reference was at the instance of Petroleum Employees' Union and General Employees' Association (hereinafter collectively referred to as "the second party/Union No. 1").

3. It further appears that subsequently an Application for Implement was filed on behalf of Bhartiya Kamgar Karmachari Mahasangh claiming to represent some of the workmen out of 263 workmen mentioned in the above Reference Order. The said Impleadment Application filed on behalf of Bhartiya Kamgar Karmachari Mahasangh was allowed by this Tribunal by the Order dated 5.10.2011, and the said Union, namely, Bhartiya Kamgar Karmachari Mahasangh was impleaded as the second party Union/ No. 2 in the case.

4. Pleadings were exchanged between the parties. The case is at the stage of evidence.

5. The case was lastly on 18.3.2015. By the Order dated 18.3.2015, the case was fixed for 8.4.2015, i.e. today. Accordingly, the case is put up today.

6. Shri Lancy D'Souza, learned counsel for the first party/ Management (i.e. Hindustan Petroleum Corporation Ltd.), Shri R.D. Bhatt, learned counsel for the second party/Union No. 1 and Shri G.S. Baj, learned counsel for the second party/Union No. 2 are present.

7. On 18.2.2015, a Joint Application on behalf of the first party/Management, namely, Hindustan Petroleum Corporation Limited and the second party/Union No. 1 was filed. The said Joint Application dated 18.2.2015 has been signed by Shri Vijay Katne, General Manager (In-charge), Human Resources on behalf of the first party/Management, Shri D.N. Vidhate, on behalf on General Employees' Association and Shri N.A. Khanvilkar on behalf of Petroleum Employees' Union. The said two Unions, as noted above, are being collectively referred to as "the second party/Union No. 1". The said Joint Application dated 18.2.2015, is further signed by Mr. Lancy D'Souza, learned counsel for the first party/Management and Mr. R.D. Bhatt, learned counsel for the second party/Union No. 1.

8. It is, *inter-alia*, stated in the said Joint Application dated 18.2.2015 filed on behalf of the first party/Management and the second party/Union No. 1 that the parties have entered into a Settlement by Consent of and with all the parties therein; and that the Reference be disposed of and an Award be passed in terms thereof. The Consent Terms and the Memorandum of Understanding have been filed along with the said Joint Application dated 18.2.2015. The said Consent Terms have again been signed by the aforesaid Vijay Katne on behalf of the first party/Management, the aforesaid D.N. Vidhate on behalf of General Employees' Union and the aforesaid N.A. Khanvilkar on behalf of Petroleum Employees' Union. The said Consent Terms have also been signed by Mr. Lancy D'Souza, learned counsel for the first party/Management and Mr. R.D. Bhatt, learned counsel for the second party/Union No. 1.

9. Today, another Joint Application has been filed on behalf of the first party/Management and the second party/Union No. 2, namely, Bhartiya Kamgar Karmachari Mahasangh. The said Joint Application dated 8.4.2015 has been signed by the aforesaid Vijay Katne on behalf of the first party/Management, namely, Hindustan Petroleum Corporation Limited. The said Joint Application has further been signed by Ashok Jagtap, General Secretary, Bhartiya Kamgar Karmachari Mahasangh (second party/Union No. 2). The said Joint Application has also been signed by Mr. Lancy D'Souza, learned counsel for the first party/Management and Mr. G.S. Baj, learned counsel for the second party/Union No. 2.

10. It is, *inter-alia* stated in the said Joint Application dated 8.4.2015 filed on behalf of the first party/Management and the second party/Union No. 2 that the parties have entered into a Memorandum of Understanding by consent of and with all the parties therein; and that the Reference be disposed of and an Award be passed in terms thereof. Alongwith the said Joint Application dated 8.4.2015, the Consent Terms and the Memorandum of Understanding have been filed. The Consent Terms have been signed by

the aforesaid Vijay Katne on behalf of the first party/Management and by the aforesaid Ashok Jagtap on behalf of the second party/Union No. 2. The Consent Terms have also been signed by Mr. Lancy D'Souza, learned counsel for the first party/Management and Mr. G.S. Baj, learned counsel for the second party/Union No. 2.

11. In view of the aforesaid Joint Application dated 18.2.2015, filed on behalf of the first party/Management and the second party/Union No. 1 and the aforesaid Joint Application dated 8.4.2015 filed on behalf of the first party/Management and the second party/Union No. 2, the Industrial Dispute forming the subject-matter of the Reference is decided in terms of the Consent Terms and the Memorandum of Understanding filed with the aforesaid Joint Application dated 18.2.2015 and the Consent Terms and the Memorandum of Understanding filed along with the aforesaid Joint Application dated 8.4.2015.

12. The Reference is, therefore, answered by stating that the Industrial Dispute forming the subject-matter of the Reference is decided in terms of the Consent Terms and the Memorandum of Understanding filed along with the aforesaid Joint Application dated 18.2.2015 and the Consent terms and the Memorandum of Understanding filed along with the aforesaid Joint Application dated 8.4.2015.

13. Award is passed accordingly. The aforesaid Consent Terms and the Memorandum of Understanding filed along with the Joint Application dated 18.2.2015 as well as the Consent Terms and the Memorandum of Understanding filed along with the Joint Application dated 8.4.2015, will form part of the Award.

JUSTICE S.P. MAHROTRA, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2015

कांग्रेस 896.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायालय, धनबाद के पंचाट (संदर्भ संख्या 80/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/04/2015 को प्राप्त हुआ था।

[सं. एल-40012/144/2012-आई आर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th April, 2015

S.O. 896.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 80/2013) of the Central Government Industrial Tribunal-Cum-Labour Court, No. II, Dhanbad now as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 23/04/2015.

[No. L-40012/144/2012-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 80 OF 2013.

Parties : Sri Mahanand Paswan,
S/o Shri Uchit Paswan,
R/o Mohala Salempur PO: Nannmari PS:
Kariparsurai, NALANDA
(BIHAR).

Vs.

Chief General Manager,
Bharat Sanchar Nigam Ltd., Patna,
Patna Telecom Circle, Patna.

Ministry's Order No. L-40012/144/2012-IR(DU) dt.
18.03.2013.

Appearances:

On behalf of the work- : None
woman/Union

On behalf of the : Mr. Sushil Prasad,
Management Ld. Advocate.

State : Bihar
Industry : Telecommunication

Dated, Dhanbad, the 30th Mar., 2015.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on the under Sec. 10 (1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-40012/144/2012-IR(DU) dt. 18.03.2013.

SCHEDULE

"Whether the action of the Management of Bharat Sanchar Nigam Ltd., Patna, in terminating the services of Shri Mahanand Paswan S/o Shri Uchit Paswan is legal and justified? To what relief the workman concerned is entitled to?"

2. Neither workman Mahanand Paswan nor any authorized Representative appeared nor any written statement with any documents filed on his behalf. Mr. Sushil Prasad, Ld. Advocate of the OP/Management is also absent.

On perusal of the case record, I find this has been all along pending for filing W.S. with documents on behalf of the workman since 21.06.2014, for which three Regd. Notices dt. 29.4.2013, 23.04.2014 and 04.02.2015 have been issued to the workman by his name on his address as noted in the reference itself. But the workman did not respond to any of the Notices of the Tribunal. The workman by his reluctant conducts appears to be quite uninterested and unwilling to contest the case.

Under these circumstances, it is no longer the Industrial Dispute related to an issue over his alleged termination; hence it is closed and accordingly, it is passed an order of 'No Industrial Dispute'.

KISHORI RAM, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2015

का०आ०. 897.—ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कौसिल फॉर एडवांसमेंट ऑफ़ पीपल एक्शन एंड रूरल टेक्नोलॉजी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 326/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 23/04/2015 को प्राप्त हुआ था।

[सं० एल-42012/124/2000-आई आर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th April, 2015

S.O. 897.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 326/2005) of the Central Government Industrial Tribunal-Cum- Labour Court, No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Council for Advanced of People Action and Rural Technology and their workman, which was received by the Central Government on 23/04/2015.

[No. L-42012/124/2000-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH.

Present: Sri Kewal Krishan, Presiding Officer.
 Case No. I.D. No. 326/2005
 Registered on 12.8.2005

Sh. Kedar Singh Mehta, S/o Gusain Singh Mehta, R/o House No. 66-B, Sector 30B, Chandigarh.

..Petitioner

Versus

The Council for Advancement of People Action and Rural Technology (Regional Committee), through its Director (CAPART), SCO No. 179-180, 2nd Floor, Sector 17, Chandigarh.

..Respondents

APPEARANCES

For the workman : Sh. D.C. Mittal Adv.
 For the Management : Ex parte

Award

Passed on 18.3.2015

Central Government *vide* Notification No. L-42012/124/2000-IR(DU) Dated 28.9.2000, by exercising its powers under Section 10 Sub-Section (1) Clause (d) and Sub-Section (2-A) of the Industrial Dispute Act, 1947 (hereinafter referred to as 'Act') had referred the following Industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management of Regional Committee of the Council for Advancement of People's Action and Rural Technology, Chandigarh in terminating the services of Sh. Kedar Singh Mehta S/o Sh. Gusain Singh Mehta *w.e.f.* 1.4.1999 is just and legal? If not, to what relief the workman is entitled?"

In response to the notice, the workman filed statement of claim pleading that he was selected by a duly constituted selection committee and was appointed as Data Entry Operator by the management through M/s Rakshak Security Services Private Limited and he joined the service with the management on 8.5.1998 at a fixed salary of Rs. 2300/- per month which was later on enhanced to Rs. 3120/-

It is further pleaded that management has all the disciplinary control over his work, attendance, leave and it was the management who used to pay him the salary. That the work is of permanent nature and is still continuing with the management.

It is further pleaded that in fact no contract was given to M/s Rakshak Security Services but the arrangement was only made for payment of salary which was a camouflage.

His services were terminated after 31.3.2004 without paying him any retrenchment compensation. That new persons were also employed by the management without serving him any notice. In the circumstances, the termination of his services is illegal and unfair.

The management filed written reply pleading that office was opened at Chandigarh in March-April and contract was given to M/s Rakshak Security Services Private Limited for providing the services of security arrangement, house-keeping and Secretarial Services. That the said company assigned the claimant to the management in May, 1998 and it was the company who used to pay him the salary and was responsible for deducting ESI, PF and to meet all the necessary requirements under the labour Laws. That the workman was never appointed by the management and has no disciplinary control over him. That the workman was never an employee of the management. That the services of the workman were not terminated by it.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the case as set out in the claim petition.

The management was proceeded against *ex parte* vide order dated 23.2.2012 and application filed by it for setting aside the *ex parte* order was dismissed vide order dated 22.5.2014. As such the management did not lead any evidence.

I have heard Sh. D.C. Mittal, counsel for the workman.

It was contended by the learned counsel for the workman that the workman was directly appointed by the respondent management who terminated his services without paying him any retrenchment compensation. That the management also employed new persons in his place without serving any notice on him and as such, the termination is illegal.

I have considered the contention of the learned counsel.

It may be added at the outset that the first question to be seen in whether the workman was ever engaged by the respondent management who is a statutory body. It has its rules and regulations for making the appointment. Nothing has come on the file that any such procedure was followed while giving appointment to the workman. No appointment letter has been placed on record by the workman to establish that he was actually appointed by the respondent management.

It is the case of the respondent management that services were hired from M/s Rakshak Security Services Private Limited when its office was opened in Chandigarh in 1998 and the workman himself pleaded in his statement of claim that his services were hired through the said agency. He has further pleaded that the arrangement for payment of salary through M/s Rakshak Security Services was made which is a camouflage. Thus the workman himself admits that his services were hired by M/s Rakshak Security

Services who used to pay salary. Though workman has appeared in the witness box but he did not lead any evidence to show that his ESI and PF was deducted by the management at any point of time.

In the circumstances, when no appointment letter was issued by the respondent management and the workman was not paid and salary by it and it is not proved on the file that his PF etc. was ever deducted by the management, the workman cannot claim himself to be the employee of the respondent management. In view of his own pleadings, it can be safely concluded that he was an employee of M/s. Rakshak Security Services Private Limited who provided him to the management for doing certain job and it was the said company who terminated the services and the said company has not been made party to this reference.

Being so, it cannot be said that the services of the workman were terminated by the respondent management and he is not entitled to any relief. The reference is accordingly answered against the workman. Let hard and soft copy of the award be sent to the Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2015

का०आ०. 898.—ऑद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 334/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 23/04/2015 को प्राप्त हुआ था।

[सं० एल-40012/77/2004-आई आर (डी यू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th April, 2015

S.O. 898.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 334/2005) of the Central Government Industrial Tribunal-Cum-Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 23/04/2015.

[No. L-40012/77/2004-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer.

Case No. I.D. No. 334/2005

Registered on 12.1.2005

Sh. Joginder Pal, S/o Sh. Bishan Dass, Ex. Peon (Daily Wage Basis), O/o Executive Engineer (Electrical), BSNL, R/o Village and Post Office Mahadipur, Distt. Jalandhar.

...Petitioner

Versus

1. Superintending Engineer (Electrical), Telecom Electrical Wing, BSNL, SCO No. 332-34, Sector 34, Chandigarh.
2. Executive Engineer (Electrical), BSNL, Electrical Division, Lamba Pind Exchange, Guru Gobind Singh Avenue, Jalandhar.
3. Deputy Secretary (Administration), Department of Telecom, Sanchar Bhawan, New Delhi.

...Respondents

APPEARANCES

For the workman — Sh. Brajesh Mittal, Adv.

For the Management — Sh. G.C. Babbar, Adv.

AWARD

Passed on 3.3.2015

Central Government *vide* Notification No. L-40012/77/2004-IR(DU) Dated 30.11.2004, by exercising its powers under Section 10 Sub-Section (1) Clause (d) and Sub-Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management of Telecom (BSNL) in terminating the services of Sh. Joginder Pal S/o Sh. Bishan Dass, Ex-peon (daily wage basis) *w.e.f.* 21.3.1997 without notice in prescribed manner and without any payment of retrenchment compensation etc. in violation of the statutory provisions of the ID Act is legal and just? If not, to what relief the concerned workman is entitled to and from which date?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he was engaged as Peon on daily wage basis by the respondent management on 4.11.1988 and his services were terminated on 20.3.1997 without serving him notice or payment of retrenchment compensation. His termination is illegal and he be reinstated in service.

Respondent management filed written reply controverting the averments and pleaded that workman was engaged as daily rated mazdoor on need basis and since his services were no longer required, notice was given to him on 17.2.1997 (Annexure R1) and on the expiry of the notice period, his services stood terminated. It is further pleaded that the workman challenged the said notice before the Central Administrative Tribunal who dismissed his application on 17.3.1997. The workman filed Writ Petition No. 3546 of 1998 which was disposed of with the direction to the respondent management to consider the claim of the workman for daily rated mazdoor and his representation was disposed of by the management by passing the order dated 14.1.1999 which was again challenged before the Central Administrative Tribunal who directed the respondent management to consider the case of the workman for grant of temporary status. The representation of the workman was disposed of *vide* order dated 12.2.2002 which was again challenged by filing a writ petition No. 16005 of 2002 which was dismissed. That termination of the services of the workman is legal and valid.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the stand taken by it in the statement of claim.

On the other hand, the management has examined Sh. Amarjit Singh, who filed his affidavit reiterating the stand taken by the management in the written statement.

I have heard Sh. Barjesh Mittal, counsel for the workman and Sh. G.C. Babbar, counsel for the management.

It is the case of the workman himself that he was appointed as daily rated Peon in the office of the management and since he himself pleads that he was a daily rated mazdoor, the services of the daily rated mazdoor comes to an end at the end of the day and the same do not amount to 'retrenchment' and in this respect reliance may be placed on Divisional forest Officer, Rohtak Vs. Jagat Singh and others reported in 2010 (4) SLR 390, wherein it was observed in para 4 of the judgment as follow:

It may be noticed that the definition of retrenchment in Section 2(oo) of the Act is applicable to the provisions contained in chapter VA containing Sections 25F and 25H of the Act. The termination of daily wager is not retrenchment failing within Section 2(oo) (bb) of the Act. Therefore, the workman, who is a daily wager, cannot be reinstated as it does not amount to retrenchment within the meaning of Sections 25F and 25G of the Act.

However, the workman himself admits during cross-examination that the management issued a notice to him terminating his services and on the expiry of the notice period, his services stood terminated. In the circumstances, it cannot be said that there is any violation of the provisions of the Act while terminating the services of the workman.

In result, it cannot be said that the termination of the services of the workman are not legal and just and workman is not entitled to any relief. The reference is accordingly answered against the workman. Let hard and soft copy of the award be sent to the Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer,
नई दिल्ली, 24 अप्रैल, 2015

का०आ० 899.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में केन्द्रीय सरकार हिन्दुस्तान साल्ट लिमिटेड मंडी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायलय 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 147/2011 को प्रकाशित करती है जो केन्द्रीय सरकार को 23/04/2015 को प्राप्त हुआ था।

[सं० एल-42012/194/2010-आईआर(डीयू)]

पी०के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th April, 2015

S.O. 899.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 147/2011) of the Central Government Industrial Tribunal-Cum-Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Hindustan Salt Ltd., Mandi and their workman, which was received by the Central Government on 23/04/2015.

[No. L-42012/194/2010-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 147/2011

Registered on 24.5.2011

Sh. Manoj Kumar, through Sh. R.K. Singh Parmar, Working President, Pb INTUC, 211-L, Brari, P.O. Partap Nagar, Nangal Dam, 'Distt. Ropar.

...Petitioner

Versus

1. The Manager, Hindustan Salt Ltd., Mandi.

...Respondents

APPEARANCES

For the workman — Sh. R.K. Singh, A.R.
 For the Management — Sh. S.K. Gupta, Adv.

AWARD

Passed on 19.3.2015

Central Government *vide* Notification No. L-42012/194/2010-IR(DU) Dated 4.4.2011, by exercising its powers under Section 10 Sub-Section (1) Clause (d) and Sub-Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management of Senior Superintendent of Hindustan Salt Limited., Mandi in terminating the services of their workman Sh. Manoj Kumar *w.e.f.* 1.7.2009 is legal and justified? What relief the workman is entitled to?"

In response to the notice, the workman submitted statement of claim pleading that he was engaged by respondent as unskilled mazdoor on 11.11.2006 at Darang where he worked till 30.6.2009. His services were terminated on 1.7.2009 without serving any notice or payment of compensation and management indulged in unfair labour practice. Since his termination is illegal, he be reinstated in service.

The management filed written reply denying the relationship and pleaded that workman was paid wages at daily rates for the day he worked and he did not work regularly.

The workman availed several opportunities but did not lead any evidence.

Today the case was again fixed for evidence of the workman and his counsel made statement not pressing the present reference.

In view of his statement, the reference is answered against the workman and it is held that he is not entitled to any relief. Let hard and soft copy of the award be sent to the Central Government for further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2015

का०आ० 900.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण एवं श्रम न्यायाल 2 चंडीगढ़ के पंचाट (संदर्भ संख्या

1265/2006)को प्रकाशित करती है जो केन्द्रीय सरकार को 23/04/2015 को प्राप्त हुआ था।

[सं० एल-40012/71/2005-आईआर (डीयू)]

पी०के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th April, 2015

S.O. 900.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 1265/2006) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 23/04/2015.

[No. L-40012/71/2005-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 1265/2006

Registered on 10.5.2006

Sh. Ashok Kumar, Ex Daily Wage casual lorry driver, O/o Executive Engineer (Civil), Telecom Civil Division, Bharat Sanchar Nigam Limited, Kothi No.414-15, J.P. Nagar, Jalandhar.

.....Petitioner

Versus

1. Chief General Manager Telecom, Punjab Telecom Circle, BSNL, Sector 34-A, Chandigarh.
2. Principal General Manager Telecom 'District', BSNL, Jalandhar Telecom district, Jalandhar.
3. Executive Engineer (Civil), Telecom Civil Division, BSNL, Kothi No. 414-415, JP Nagar, Jalandhar.

.....Respondents

APPEARANCES

For the workman — Sh. Brajesh Mittal, Adv.
 For the Management — Sh. G.C. Babbar, Adv.

AWARD

Passed on 17.3.2015

Central Government *vide* Notification No. L-40012/71/2005 IR (DU) Dated 19.4.2006, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter

referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management Telecommunication, Jalandhar in not granting temporary status to Sh. Ashok Kumar, Daily Wage Casual Lorry Driver and six other workmen with all consequential benefits is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he was engaged as daily wage casual lorry driver in February, 1995 on muster roll by the respondent department. He was transferred to another office on 3.4.1996. He was driving an official vehicle and was paid monthly wages by Sh. Hari Krishan, JTO *vide* different receipts. That he was to be considered for the grant of temporary status as casual mazdoor in accordance with the rules as similar status has been provided to Baljinder Singh as well as to the persons who were junior to him. He filed various representations to consider him for the grant of temporary status but were of no consequence.

He filed a writ before the Hon'ble High Court who *vide* its order dated 20.4.2004 directed the department to consider his representation but the department rejected his claim *vide* order dated 15.5.2004. He again filed a writ petition in 2004 which was disposed of *vide* order dated 17.12.2004 to approach the appropriate Forum. In pursuance thereof, the present reference was made. Since he worked continuously for nine years with the respondent department as daily wage casual lorry driver from 1995, he is entitled to the grant of temporary status. He be granted all the consequential benefits.

Respondent management filed written reply pleading that the workman was engaged only for three months *i.e.* April, 1996 to June, 1996 and thereafter he was not directly engaged by the management. Work was got performed on contract basis. That the work was given to different contractors and he was not paid any salary by the department and as such, he was not employee of the department.

Parties were given opportunity to lead their evidence.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the stand as taken in the claim statement.

On the other hand the management has examined Sh. I.N. Mishra and Sh. A.K. Suri who filed their respective affidavits supporting the stand taken by the respondent management in the written statement.

I have heard Sh. Barjesh Mittal, counsel for the workman and Sh. G.C. Babbar, counsel for the management and perused the file carefully.

The grouse of the workman is that he continuously worked for nine years from February, 1995 as a casual labour on daily wage basis and he was entitled to the 'temporary status casual mazdoor'. Now the first question to be seen whether he was ever engaged by the department as a daily wage labour? The definite stand of the department is that workman was engaged only as a casual labour for three months from April, 1996 to June, 1996 and thereafter the work was given to different contractors and in support of its claim, it has placed on record the agreements R1 to R4. Thus it was for the workman to prove that he was actually engaged by the respondent department during the period in question *i.e.* from the year 1995 onwards but there is no convincing evidence on the file that he was engaged during all this period by the department except the statement of the workman. No record has been produced to show that he was paid any salary by the department during all this period except for three months from April, 1996 to June, 1996 as admitted by the department. The workman has placed on record hand-written receipts Exhibit W2 to W8 but he did not examine the author of the said receipts who has written the same. He has specifically pleaded that Hari Krishan, JTO used to make him the payment. Again he was not examined by the workman to prove his case that it was the department who engaged him and it was the department who used to pay him the salary. In the absence of convincing evidence on file, it can be held that workman was engaged during the period alleged, by the department except from April 1996 to June, 1996.

The government published a scheme *vide* No.296-10/89-STN dated 7.11.1989 for grant of temporary status to casual labourers and its para 5(1) reads as follow:—

Temporary status would be conferred on all the casual labourers currently employed and who have rendered a continuous service of at least one year out of which they must have been engaged on work for a period of 240 days (206 days in the case of offices observing five day week). Such casual labourers will be designated as Temporary Mazdoor.

Thus, as per this scheme, the labourers who were employed in the year when this scheme came into existence and have completed 1 year of service were to be considered for the grant of temporary status but the present workman allegedly joined the service in 1995, which is not otherwise proved on the file; and therefore, the workman cannot take any benefit of the said scheme.

In result, it is held that the action of the management in not granting temporary status to the workman and six other workmen with all consequential benefits is legal and justified and he is not entitled to any relief. Let hard an soft copy of the award be sent to the Central Government for further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2015

कांग्रेस 901.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट संदर्भ संख्या (1071/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/04/2015 को प्राप्त हुआ था।

[सं एल-41012/23/2001 आई आर (बी-1)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 29th April, 2015

S.O. 901.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 1071/2005) of the Cent. Govt. Indust. Tribunal-cum-Labour Court, No.-II Chandigarh as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 29/04/2015.

[No. L-41012/23/2001-IR(B-1)]

SUMATI SAKLANI, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sri Kewal Krishan, Presiding Officer.

Case No. I. D. No. 1071/2005

Registered on 20.09.2005

Sh. Rajinder Kumar, Resident of House No. 174, Gali No. 4, Shahid Udham Singh Nagar, P.O. Satnampur, Phagwara, District Kapurthala, Punjab.

...Petitioner

Versus

1. Divisional Railway Manager, Northern Railway, Ambala Cantt.
2. Assistant Engineer, Northern Railway, Rajpura District Patiala (Punjab).
3. The General Manager, Northern Railway, Baroda House, New Delhi.

...Respondents

APPEARANCES

For the workman Sh. Ex Parte, Adv.

For the Management Sh. R. S. Rana, Adv.

AWARD

Passed on 20.3.2015

Central Government *vide* Notification No. L-41012/23/2001 [IR(B-I)] Dated 16.5.2001 read with corrigendum dated 28.9.2010, by exercising its powers under Section 10 Sub Section (1) Clause (d) and Sub Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management of Northern Railway in terminating the services of Sh. Rajinder Kumar is justified? If not, what relief the workman is entitled?"

The facts, in brief, are that workman was engaged as Khalasi in April, 1990 on the basis of being worked as Casual labour in Northern Railway, Bathinda and he was transferred to some other place on 14.10.1991. During the posting, it was found that he connived with the staff of the Railways and he got himself appointed as Khalasi without facing any proper selection and he even could not work in the Construction division in Bathinda in 1983. He was placed under suspension *vide* order dated 5/1993. He was charge-sheeted to which he submitted reply and Inquiry officer was appointed who found the allegations against the workman as proved. On the basis of the inquiry report, he was dismissed from service. The appeal preferred by him was also rejected.

Parties were given opportunities to lead its evidence.

However, the workman did not appear on 10.11.2014 and was proceeded against ex parte.

Counsel for the management made statement not to lead any evidence.

I have heard Sh. R. S. Rana, counsel for the management.

It may be added that workman had challenged the inquiry proceedings on the basis that he was not given opportunity to file reply, and even he was proceeded against ex parte, and he could not again engage a defence representative due to paucity of funds.

The management submitted the photocopies of the inquiry proceedings and after hearing the counsel for the parties, the inquiry was found to be fair and just by this Court *vide* order dated 12.9.2011. That order was not challenged and has attained finality. Thus the inquiry conducted in the case is legal and valid whereby it was found that *vide* report dated 10.8.1994 the workman got himself appointed as Khalasi fraudulently and in the circumstances, he has no right to remain in service and his services have been validly terminated.

In result, the reference is answered that the action of the respondent management in terminating the services of the workman are justified and he is not entitled to any relief. Let hard and soft copy of the award be sent to the

Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2015

का.आ. 902.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद के पंचाट संदर्भ संख्या (10/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/04/2015 को प्राप्त हुआ था।

[सं. एल. – 12012/137/2006 आई आर (बी-1)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 29th April, 2015

S.O. 902.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, No.-1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 29/04/2015.

[No. L-12012/137/2006-IR(B-1)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1)(D)(2A) OF I.D. ACT, 1947

Ref. No. 10/2007

Employers in relation to the management of State Bank of India, R.O, Muzaffarpur

And

their workman

Present : Sri Ranjan Kumar Saran,
Presiding Officer.

Appearances:

For the Employers : Sri S. N. Goswami, Advocate
For the workman : Sri Devanand Mishra, workman
State : Bihar Industry: Banking

Dated 1/4/2015

AWARD

By Order No. L-12012/137/2006-IR (B-I) Dated 09.02.2007, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:-

SCHEDULE

"Whether the action of the management of State Bank of India, Regional Office, Muzaffarpur in terminating Shri Devanand Mishra workman *w.e.f.* December, 2004 and not paying the terminal benefits without complying Section 25F of the I.D. Act 1947 and not reinstating into the service in a regular post of subordinate cadre is legal and justified? If not, what relief Shri Devanand Mishra is entitled to?"

2. The case is received from the Ministry of Labour on 01.05.2007. After receipt of the reference, both parties are noticed. The workman files their written statement on 23.07.2007. Thereafter the management files their written statement on 31.10.2008. Rejoinder and Document filed by the parties. One witness each examined by both side. Document marked as W-1 to W-7.

3. The Short point to be decided in the case is whether the workman is to be regularized in Bank as regular employee or not.

4. Admittedly the workman was working in the Bank as a daily wager for a long period. It is stated by the Bank management that there was a scheme to regularize the suitable daily wager but the present workman could not come as per the norms for which he was asked not to continue. But the workman who rendered service for such a long period as daily wager should not suffer, he be taken as daily wager in the bank to save him from starvation and may be allowed to appear for the test of regularization, in future, when vacancy occurs.

This is my award.

R.K. SARAN, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2015

का.आ. 903.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट संदर्भ संख्या (542/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/04/2015 को प्राप्त हुआ था।

[सं. एल- 12012/265/2003 आई आर (बी-1)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 29th April, 2015

S.O. 903.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 542/2005) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, No.-II, Chandigarh as shown in the Annexure, in the industrial dispute between the management of State Bank of Patiala and their workmen, received by the Central Government on 29/04/2015.

[No.L-12012/265/2003-IR(B-1)]

SUMATI SAKLANI, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer.

Case No. I.D. No. 542/2005

Registered on 22.8.2005

Sh. Devinder Kumar Chopra, Village and P.O. Sahnewal, Gali Baba Mundra Wala, Partap Nagar, Sahnewal.

.....Petitioner

Versus

1. The Branch Manager, State Bank of Patiala, Sahnewal Distt. Ludhiana.

.....Respondents

APPEARANCES

For the Workman Sh. R.P. Rana, Adv.

For the Management Sh. N.K. Zakhmi, Adv.

AWARD

Passed on 5-3-2015

Central Government *vide* Notification No. L-12012/265/2003 IR(B-I) Dated 22.3.2004 read with corrigendum dated 28.9.2010, by exercising its powers under Section 10 Sub-Section (1) Clause (d) and Sub-Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial Dispute for adjudication to this Tribunal:—

"Whether the action of the management of State Bank of Patiala, Sahnewal in removing Sh. Devinder Kumar Chopra, Ex-Daftary from service *w.e.f.* 4.12.2002 is legal and justified? If not to what relief the concerned workman is entitled to?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he was posted as Daftari at Sahnewal Branch. Smt. Usha Rani withdrew Rs. 1000/- from her account and the matter was settled

between the parties. It was reopened at the instance of the manager who was annoyed with the workman who failed to do his personal work. He was issued a charge-sheet and thereafter an inquiry was conducted and he was dismissed from service. That there were latches in the inquiry proceedings and the punishment awarded on its basis is not legal and valid and he be reinstated in service.

Management filed written reply pleading that he committed fraud for wrongly withdrawing Rs. 700/- on 4.10.2000 and Rs. 300/- on 9.10.2000 from the account of Kamla Rana who was already dead at that time. He was duly charge-sheeted and proper inquiry was held. After perusal of the inquiry report and considering the other facts, the punishing authority removed him from service with superannuation benefits which is legal and valid.

The following charge-sheet was served on the workman.

CHARGESHEET

This has reference to your explanation called for vide our letter No. ROL/STAFF/5265 dated 23.7.2001 and your reply dated 3.8.2001 thereto, which is not considered satisfactory. Hence you are served with charge sheet as under:—

While posted as Daftari at our Sahnewal Branch since 14.6.99, you are alleged to have committed the following acts of misconduct:—

1. On 5.10.2000 you presented a withdrawal from dated 4.10.2000 for Rs. 700/- on Saving Bank A/c No. 01170006170 of Smt. Kamla Rani to the Teller. You also identified the signatures of the account holder, Smt. Kamla Rani on the reverse of the said withdrawal from and received its payment from the Teller stating that she was sitting at a distance and could not come to the Teller Counter.
2. Similarly, on 9.10.2000, you presented another withdrawal form for Rs. 300/- from the above said Saving Account of Smt. Kamla Rani and received its payment from the Teller after identifying her signatures on the back of withdrawal form again stating that she was sitting at a distance and could not come to the Teller Counter.
3. It subsequently came to the notice of the Bank that Smt. Kamla Rani had already expired on 26.8.2000 and the signatures on both the withdrawal forms were also forged.
4. It is alleged that you fraudulently received payment of Rs. 700/- on 5.10.2000 and Rs. 300/- on 9.10.2000 from Saving Bank A/c No. 01170006170 of Smt. Kamla Rani, knowing fully well that she had died on 26.8.2000 and signatures on both the withdrawal forms were forged. You identified her signatures on both the withdrawal forms. It is evidenced from the fact that when her

husband lodged a complaint with our Sahnewal Branch on 23.10.2000 you quickly deposited back the amount of Rs. 1000/- in the said Saving Bank Account No. 01170006170 of Smt. Kamla Rani under your own signatures.

The above acts of omission and commission on your part, tantamount to gross misconduct under the provisions of Clause 19.5 (J) of 1st Bipartite Settlement 1966 read with the provisions of Shastri/Desai Awards and subsequent Bipartite settlement.

You are advised to submit your reply to the above charge sheet within 10 days of the receipt hereof failing which it will be presumed that you have no defence to offer and we shall proceed further in the matter as per bank's rules.

After hearing the counsel for the parties and perusing the inquiry proceedings, the inquiry was held to be fair and proper *vide* order dated 27.10.2014. That order has not been challenged and therefore it cannot be said that the inquiry proceedings were not proper.

I have heard the counsel for the parties on the quantum of punishment awarded. It was argued by the counsel for the workman that workman deposited the amount and no pecuniary loss has been caused to the bank and therefore the punishment awarded to him is harsh. It may be added that workman withdrew a sum of Rs. 700/- on 5.10.2000 and again Rs. 300/- on 9.10.2000 by presenting withdrawal forms allegedly bearing the signature of Smt. Kamla Rana and she was dead at that time. Thus the act of the workman who dared to withdraw the amount of a person who was already dead is not pardonable. The bank officers are required to maintain higher standard of integrity as they deal the public money and enjoys the trust of the account holders but the workman totally acted against his responsibilities and withdrew the amount from the account of a dead person by forging her signature. In the circumstances, no ground is made out to interfere with the punishment awarded by the punishing authority.

In result, it is held that the removal of the workman from service is just and legal and he is not entitled to any relief. The reference is accordingly answered against the workman. Let hard and soft copy of the award be sent to the Central Government for further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, दिनांक 29 अप्रैल, 2015

का.आ. 904.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,

अरनाकुलम के पंचाट संदर्भ संख्या (21/2013) के प्रकाशित करती है, जो केन्द्रीय सरकार को 29/04/2015 को प्राप्त हुआ था।

[सं. एल- 41011/111/2012 आई आर (बी-1)]
सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 29th April, 2015

S.O. 904.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2013) of the Cent.Govt. Indus.Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in the industrial dispute between the management of Southern Railway and their workmen, received by the Central Government on 29/04/2015.

[No.-L-41011/111/2012-IR(B-1)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri D. Sreevallabhan, B.Sc., LLB. Presiding Officer

(Tuesday the 31st day of March, 2015/10th Chaitra, 1937)
I.D. 21/2013

Union	:	The Secretary All India Loco Running Staff Association Palakkad By Adv. Shri T C Govindaswamy
Management	:	The Divisional Personnel Officer Southern Railway, Patakad By Adv. Shri PMM Najeeb Khan

This case coming up for final hearing on 23.03.2015 and this Tribunal-cum-Labour Court on 31.03.2015 passed the following:-

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government/Ministry of Labour as per Order No-L-41011/111/2012-IR(B-1) dated 14.03.2013 referred the industrial dispute scheduled thereunder for adjudication to this tribunal.

2. The dispute is:

"Whether the action of the management of Southern Railway, Palakkad Division in withdrawing the privilege enjoyed by the Loco Running Staff in waking the up by calling boys which is provided in all the major stations

of the division is legal and justified? If not to what relief they are entitled?"

After appearance of both the parties union filed calim statement alleging that it represents the loco running staff of the Palakkad Division of Southern Railway including Assistance Loco Pilots, Loco Pilots(Shunting), Loco Pilots(Goods), Loco Pilots(Passenger) and Loco Pilots(Mail). The Loco Pilots who are to drive the trains must have proper rest free of tension in order to run the trains safely and peacefully without endangering the safety of the public and hence the Railways have provided separate rest rooms at major stations called as running rooms. In the Palakkad Division of Southern Railway running rooms are provided at Palakkad, Shornur, Calicut, Chervathur, Mangalore Central and Mangalore Junction Stations. The loco running staff are expected to sign on half an hour before the expected departure of the train in major stations. In certain other stations, where the train examining staff are not provided, they have to sign on at least one hour before the expected departure of the train. In order to facilitate signing on in the stations where running rooms are provided call boys are engaged to inform the running staff well in advance about the expected departure of the train. In the absence of call boys the duty of calling the crew is to be done by the Station Master by deploying one of the traffic departmental staff. It is a mandatory requirement and has been in existence for the past several decades. In the Chervathur station the running rooms is provided in the 1st platform and the call was given by the Station Master through one of his traffic staff or through a mechanical department staff available at the station two hours in advance of the expected departure of the train. But for the first time the Senior Divisional Operations Manager, Palakkad Division issued an order dated 11.02.2011 directing to inform through the standing order book that the guards and driver of the train running between Nilambur and Chervathur would not be given calling and they should sign on themselves. The Senior Divisional Operations Manager of the Traffic/Operating department has no authority to issue such a direction to the loco running staff since they belong to the mechanical or electrical department and their controlling officers are either the Divisional Mechanical Engineer or Divisional Electrical Engineer (Operations). The order is grossly unjust and without any autority of law. On getting information about the order an immediate message was given by the then Divisional Secretary of the All India Loco Running Staff Association, Palakkad to the Divisional Railway Manager, Palakkad division on 14.10.2011 and a copy of the same was sent to the Assistant Labour Commissioner (Central), Ernakulam. In the meanwhile, another message was given by the Senior Divisional Mechanical Engineer directing that the crew should not wait for calling but must attend the duties without any delay as no call duty can be arranged. The crew and the guards were finding it difficult

to report for duty in the early morning in the absence of a call boy. Subsequently message was given calling upon the loco pilots to inform their own User Group No. CUG to the Station Master, Chervathur, while signing of all Chervathur so that the Station Master could call the loco pilot and assistant loco pilot in CUG phone. This was not practically possible since many of the loco pilots were not provided with sim card having CUG No. Name of the assistant loco pilots were given the CUG No. As per the instructions the CUG number cannot be used for private purpose and are expected to use it only in extreme emergencies involving the train. The loco pilots and assistant loco pilots are persons who have to work round the clock and they would not get rest or sleep. The railway administration must ensure that the crew should be given a call so that they can take rest peacefully and discharge their functions safely. The Senior Divisional Operations Manager has no authority to withdraw a privilege or a condition of service which was in existence for the last several decades unilaterally. Hence the action on the part of Senior Divisional Operations Manager in withdrawing the facility of calling the train crew two hours in advance of the expected departure of the train is arbitrary and unconstitutional.

4. In the written statement management would state that the issue in the ID is as to the withdrawal of the traditionally provided privilege of manual calling of crews/guards at the Chervathur railway station and its replacement by alerting of crews/guards through a bell installed in the running rooms, or by calling them on the CUG mobile numbers at the time of sign on/sign off. It is contended that the Indian Railways function based on general rules, codes and manuals pertaining to the concerned departments and also according to the instructions issued by Railway Board from time to time. There is not mention about the calling of crew/guard anywhere in those rules and instructions. However, activities like calling of crew and guard and handling of line boxes etc. are still continued as traditions or customs since those activities are directly connected with train operation so as to ensure smooth functioning of the system. In the year 2000 Railway Board had given directions to all Zonal Railways to explore the feasibilities to discontinue all those activities by providing alternate arrangements *viz.*, pager service for calling of crew and individual suitcase and handbag instead of boxes. The pager was replaced by mobile services. It had already been implemented in the other Zonal Railways but in the Southern Railway especially in the Palakkad Division the old system is still being continued. The Railway Station at Chervathur is only a wayside Railway Station from where only one pair passenger train is originated/terminated. There is not mechanical or operating staff in that Railway station. Presently there is only a station master and a sweeper-cum-porter there. The service of the lone

sweeper-cum-porter was used to provide the manual calling of crews/guards. Due to increase in the train/goods services in the station passing through Cheruvathur the services of sweeper-cum-porter could not be continued as he had to attend other important dutes. Under such circumstances the manual calling of crews/guards was replaced by the above stated alternate methods. At the conclusion of the conciliation proceedings before the Assistant Labour Commissioner(Central), Ernakulam the management was directed to maintain status-quo until it is decided by the appropriate forum. Pursuant to it the facility of calling of crews/guards is still provided unabated and it has been decided to continue with the same till a decision is taken for uniform implementation of an alternate method of calling of crews/guards in Southern Railway .The present industrial dispute has become infructuous and hence the same can be closed.

5. No. evidence, either oral or documentary, was adduced from both sides. The arguments for both sides were heard.

6. The points for determination are:

- (i) Whether the action of the management in withdrawing the privilege enjoyed by the loco running staff in waking up by the call boys is legal and justified?
- (ii) Whether the ID has become infructuous?
- (iii) To what relief, if any, the workmen are entitled to?

7. Point Nos.(i) & (ii):— It is not in dispute in order to facilitate signing on by the loco running staff at major stations separate rest rooms were provided and call boys are engaged to inform them well in advance about the expected departure of the train so as to sign on in time. The Senior Divisional Operations Manager, Palakkad issued order dated 11.10.2011 informing that the usual practice of arrangement of the call boys is put an end to in the Chervathur Railway Station and they should sign on themselves, Challenge is made with regard to that order by raising this industrial dispute on the ground that the Senior Divisional Operations Managers has no authority to issue such an order to withdraw unilaterally such a privilege enjoyed for several decades and it is totally arbitrary, discriminatory and unconstitutional.

8. On the other hand it is contended by the management that there is no rule or any instruction in the codes or manuals issued by the Railway Board for providing call boys and as it was a traditional practice connected with train operation the Railway Board had given directions to explore the feasibilities to discontinue it by providing alternate arrangement. Call boys could not be provided in Chervathur Station as there was only the Station Master on duty and a sweeper-cum-porter in that Railway Station.

9. At the outset it is to be pointed out that the initial burden is on the union to prove that the withdrawal of the practice of calling of crews/guards by the call boys is not legal and justified and the same is not duly discharged by adducing any evidence. No evidence was adduced by the union to satisfy that the Senior Divisional Operations Manager has no authority it issue the order withdrawing the usual practice of calling by call boys. There is also no evidence to prove that it is a condition of service. Anyhow at the time of argument learned counsel for both sides have submitted that the facility of calling of crews is still provided and it would continue till a decision is taken uniformly for implementation in Southern Railway as regard to provision of alternate method of calling of crews and hence it is not necessary to enter into a decision on merits. In para 5 of the written statement it is expressly stated that a decision was taken to continue the facility of calling of crews/guards until will be taken for uniform implementation of an alternate method of calling in Southern Railway pursuant to the direction of the Assistant Labour Commissioner (Central), Ernakulam to the management to maintain status-quo as regard to the provision of calling of crews/guards until the matter is decided at the appropriate Forum. So there is no necessity to consider the question as to the legality and justifiability of withdrawal of privilege of waking up by call boys as it will continue until a decision will be taken for uniform implementation of alternate method of calling in Southern Railway. Hence it can be said that the ID has become infructuous as contended by the management.

10. Point No.(iii):— In view of the above findings on point Nos. (i) & (ii) the reference is closed. The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 31st day of March, 2015

D. SREEVALLABHAN, Presiding Officer

APPENDIX NIL

नई दिल्ली, 29 अप्रैल, 2015

का.आ. 905.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1040/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/4/2015 प्राप्त हुआ था।

[सं. एल. 12012/104/2001-आई आर (बी-1)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 29th April, 2015

S.O. 905.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1040/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, No.-II, Chandigarh as shown in the Annexure, in the industrial dispute between the management of State Bank of Patiala and their workmen, received by the central Government on 29/4/2015.

[No. L-12012/104/2001-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present:- Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 1040/2005

Registered on 19.9.2005

Sh. N.P. Sharma, Son of Sh. (late) Jia Ram R/o Village Dharelu Tehsil and Distt. Bhiwani (Haryana) through J.G. Verma, Authorized representative 3030/1 Sector 44-D, Chandigarh.

Through LRs

1. Smt. Batheri Devi, Wife of deceased (NP Sharma).
2. Sunil, son of deceased (NP Sharma).
3. Kamal Sharma, Son of deceased (NP Sharma).

...Petitioner

Versus

1. Assistant General Manager, State Bank of Patiala Region III, Punjab Zonal Office, Leela Bhawan, Patiala.
2. Sh. R.A. Abrol, the then Regional Manager, State Bank of Patiala, Region III, Zonal Office, Leela Bhawan, Patiala.

...Respondents

APPEARANCES

For the Workman Sh. Abhimanyu Sharma, Adv.
For the Management Sh. N.K. Zakhmi, Adv.

AWARD

Passed on 12.3.2015

Central Government *vide* Notification No. L-12012/104/2001 IR (B.I) Dated 11.6.2001, by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management of state Bank

of Patiala in compulsory retiring Sh. N.P. Sharma S/o Sh. Jia Ram is just and legal? If not, to what relief the concerned workman is entitled to and from which date?"

In response to the notice, the workman appeared and submitted statement of claim to which written reply was filed. The facts emerging are that workman was posted at Rania Branch as Head Cashier from the year 1993 to 1997. He was served the following charge-sheet dated 4.9.1998.

CHARGE SHEET

1. *By Misutilising your official position you had borrowed moneys as per details hereunder from the constituents of Rania Branch;*
 - (i) *Rs. 3500/- on 23.4.1995 from M/s Kisan Beej Bhandar, Bus Stand Rania.*
 - (ii) *Rs. 5000/- on 1.5.1995 from Sh. Atul Jindal Prop. M/s Jindal Cloth Store, Main Bazar, Rania.*
 - (iii) *Rs. 5000/- in September, 1995 from M/s Juneja Rice and General Mills, Rania.*
2. *By demanding illegal gratification for writing opinion reports of constituents as under of Rania Branch;*
 - (i) *Rs.2000/-from Sh. Atam Prakash S/o Sh. Nota Ram, Manager, M/s Jagdamba Oil Agency Rania, in connection with enhancement of Cash Credit Limit of Rs. 2 lac to Rs. 5 lacs on 20.7.1996*
3. *By harassing the parties as above in paras 1 and 2 of Rania Branch who did oblige you in lending moneys and not giving moneys for writing opinion reports which has adversely affected the image/business of Rania Branch.*
4. *By approaching Punjab Kesari for planting false news published in its issue dated 29.8.1996 for maligning the image of Rania Branch.*
5. *By writing directly to top Management (Chief General Manager) vide letter dated 24.1.1997 in violation of bank's service rules and levelled false and misleading allegations to browbeat the branch manager, Rania Branch and to cover your own misconduct mentioned here above.*
6. *On 9.10.1997 you left the office at 1:00 pm unauthorisedly without seeking any permission but marked the attendance.*

He submitted reply. after considering the same, the inquiry officer was appointed who conducted the inquiry and *vide* his report dated 31.3.1999 came to the conclusion that all the charges are proved against the workman. Consequently, a show cause notice was issued to him and after considering the entire facts, he was ordered to

be compulsory retired from service *vide* order dated 4.8.1999.

Now according to the workman, the Branch Manager was biased against him who instigated the complaints against him as he asked him to support a borrower to increase the cash credit limit. That the inquiry officer conducted the inquiry against the principle of natural justice and the statements of the witnesses were recorded at his back and as such the inquiry is illegal; and the punishment based on its report is also not sustainable. Several allegations were also raised for serving a charge-sheet on him.

The respondent bank in its reply pleaded that workman committed acts of misconduct and he was rightly charge-sheeted and on the basis of the inquiry, he was rightly retired from service. There is no defect in the inquiry which was conducted as per rules.

Parties were given opportunities to lead their evidence.

In support of its case workman appeared in the witness box and filed his affidavit reiterating the case as set out in the claim petition.

On the other hand, the bank has examined Sh. Jograj who filed his affidavit supporting the case of the management.

During the pendency of the proceedings the workman died nad his legal representative were brought on record *vide* order dated 27.12.2010.

It was argued by the learned counsel that the branch manager got inimical and he invited the complaints against workman and otherwise bank did not suffer any loss and the inquiry officer without any evidence wrongly concluded that charges are proved against him and the punishment based on such a report is not sustainable. It may be added that there is no convincing evidence on the file that the Branch Manager, at any time, was inimical towards the workman. During the inquiry, 11 witnesses were examined besides placing on record documents numbering 22. after appreciating all the oral and documentary evidence, the inquiry Officer came to the conclusion that the workman borrowed Rs. 3500 on 28.4.1995 from M/s Kisan Beej Bhandar Rania, Rs. 5000 on 1.5.1995 from M/s Jindal Cloth Store and Rs. 5000/- in September, 1995 from Juneja Rice and General Mills and this finding is based on the basis of the statements of the witnesses who deposed before the Inquiry Officer. The Inquiry Officer relying on the statement

of one Atam Prakash again came to the conclusion that workman demanded illegal gratification of Rs. 2000/- from M/s Jagdamba Hiring Agency, Rania for enhancement of cash credit limit and similarly relying on the other evidence he concluded that other charges are also proved against the delinquent officer.

The grievance of the workman as mentioned in the statement of claim is that the statements of the witnesses had been recorded at his back. Perusal of the inquiry report shows that he was represented by Sh. Ashwani Sharma, who attended the proceedings and it cannot be said that the statement of the witnesses were recorded in this absence. He was given opportunity to cross-examine the witnesses as well as to lead evidence in defence but he did not lead any evidence in defence. The learned counsel did not point out any rules or regulations which were violated in holding the inquiry. The Inquiry Officer has thoroughly discussed the evidence led before him and in his detailed report dated 31.3.1999 came to the conclusion that charges are proved against the workman. Thus there is no defect in the conduct of the inquiry which is fair and proper.

If the bank has not suffered any pecuniary loss, the same do not exonerate the workman from his misconduct as he borrowed the money from the customers and even demanded illegal gratification from one of the borrowers. In such a situation, if no pecuniary loss is caused to the bank, the same do not exonerate the workman from his act of misconduct.

It was submitted that since no peculiar loss has occurred to the bank, the punishment awarded to him is not warranted and a lenient view be taken. No doubt this Court can interfere with the punishment awarded but in rare cases. In the present case the workman is a bank employee and was supposed to act with due diligence and honesty in the discharge of his functions but instead, he borrowed money from the customers and even demanded illegal gratification which tantamount to gross misconduct and no reason is made out to take another view than taken by the punishing authority. Therefore the order of punishment cannot be interfered with.

In result, it is held that the action of the management in compulsory retiring the workman is just and legal and he is not entitled to any relief. Let hard and soft copy of the award be sent to the Central Government for further necessary action.

KEWAL KRISHAN, Presiding Officer